1. Legal Status: The service provider shall be considered as having the legal status of an independent service provider. Agents or employees of the service provider shall not be considered in any respect as being employed or in any manner officials or staff members of the Federation.

2. Assignment of Personnel: The service provider shall not assign any persons other than those accepted by the Federation for work performed under this contract.

3. Obligations: The service provider and all individuals assigned by it to perform services under this contract:
   (a) Shall not seek nor accept instructions from any authority external to the Federation in connection with the performance of its/their services under this contract.
   (b) Shall refrain from any action which may adversely affect the Federation and shall fulfill its/their commitments with the fullest regard for the interests of the Federation.
   (c) Shall assure compliance with all applicable laws of the country were the service provider is registered as well as those in which the activities are performed.
   (d) Assure that all duties are conducted with integrity, free from any taint of dishonesty or corruption and that all persons are respected equally without any distinction or discrimination based on nationality, race, gender, religious beliefs, class or political opinions.

4. Representations and warranties: The service provider represents and warrants:
   (a) It is not engaged in the sale or manufacture, either directly or indirectly, of any arms, restricted commercial or military equipment or materials which bears a direct relation to, or is made in consequence of, the services provided to the Federation by the service provider. At the request of the Federation, the service provider shall assist in securing such property rights and transferring them to the Federation in compliance with the requirements of applicable law. At the request of the Federation, the service provider shall take all necessary steps to execute all necessary documents and generally assist in securing such property rights and transferring them to the Federation in compliance with the requirements of applicable law.
   (b) All materials prepared as well as, all data collected and processed in the course of the service provider’s work for the Federation is the property of the Federation. Such information cannot be used by the service provider for any purpose, other than that agreed under the terms of this contract, without the prior written approval of the Federation Secretary General or his/her designate.
   (c) Title to any equipment and supplies which may be furnished by the Federation shall rest with the Federation and any such equipment shall be returned to the Federation as soon as possible, when no longer needed by the Service provider. In any event, all equipment and supplies must be returned to the Federation upon the termination or expiration of this contract. Such equipment, when returned to the Federation, shall be in the same condition as when delivered to the service provider, subject to normal wear and tear.
   (d) The service provider bears all responsibility for lost or damaged equipment and supplies.

5. Tax Exemption: The service provider’s fee shall reflect any tax exemption to which the Federation is entitled by reason of any immunities which it enjoys. If it is subsequently determined that any taxes which have been included invoiced are not required to be paid, the Federation shall deduct the amount from the service fee or, if it has paid any such taxes, it shall be refunded by the service provider.

6. Termination of contract:
   (a) This contract may be terminated at any time by either party before the expiry date of the contract by giving written notice to the other party. The period of notice shall be five days in the case of contracts for a total period of less than two months and fourteen days in the case of contracts for a longer period.
   (b) This contract may be terminated by the Federation with immediate effect at any time if the service provider has breached any of his contractual obligations with the Federation or if in the reasonable opinion of the Federation the service provider has brought or is reasonably likely to bring the Red Cross/Red Crescent Movement’s reputation into disrepute.

7. Bankruptcy: Should the service provider file any petition for bankruptcy, or should the service provider make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the service provider’s insolvency, the Federation may under the terms of this contract, terminate the same forthwith with giving the service provider written notice of such termination.

8. Obligation of the Service provider: As herein, shall mean acts of God, laws or regulations, industrial disturbances, acts of the public enemy, civil disturbances, explosions and any other similar cause of equivalent force not caused by, nor within the control of either party, and which neither party is able to overcome. As soon as possible after the occurrence of the force majeure and within not more than 15 days, the service provider shall give notice and full particulars in writing to the Federation of such force majeure if the Service provider is thereby rendered unable, wholly or in part, to perform his obligations and meet
his responsibilities under this Contract. The Federation shall then have the right to terminate the Contract by giving in writing seven days notice of termination to the Service provider, and the Service provider shall return any deposit paid by the Federation.

11. Indemnification and Insurance:
(a) The service provider shall indemnify, hold harmless and defend at its own expense the Federation, its officers, agents and employees from and against all suits, claims, demands and liability of any nature or kind, including costs and expenses, arising out of acts or omissions of the service provider or its employees in the performance of this contract.
(b) The service provider shall provide and thereafter maintain for the duration of this contract and any extension thereof all appropriate workmen’s compensation insurance and furnish proof to the satisfaction of the Federation of adequate liability insurance (including as relevant employers liability insurance, comprehensive general liability insurance, automobile liability insurance and professional liability insurance). The service provider shall further provide such health and medical insurance for its agents or employees as the service provider may consider advisable.

12. Officials not to be benefit: The service provider represents and warrants that no official of the Federation has been, or shall be, admitted by the service provider to any direct or indirect benefit arising from this contract or the award thereof. The service provider agrees that breach of this provision is a breach of an essential term of this contract.

13. Ethical Conditions: The Service Provider shall not be on bankruptcy, wound up or have affairs administered by the Court, neither have entered into an arrangement with credits, nor have suspended business activities, or be subject to proceedings concerning those matters or be in any analogous situation arising from a similar procedure provided for in national legislation or regulations.

The Service Provider shall neither be guilty of grave professional misconduct nor be convicted of the same.

14. Amendments and assignments: No change in or modification of this contract shall be made except by prior written agreement between the service provider and the Federation Head of Administration. The service provider shall not assign, transfer, pledge, sub-contract or make other disposition of this contract or any part thereof, or of any the service provider’s rights, claims or obligations under this contract except with the prior written consent of the Federation.

15. Arbitration: Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. The place of arbitration shall be Geneva, Switzerland, and the language to be used in the arbitral proceedings shall be English. The arbitral tribunal shall have no authority to award punitive damages. The parties agree to be bound by any arbitration award rendered in accordance with this paragraph as final adjudication of any such dispute, controversy, or claim.

16. Governing Law: This contract shall be governed by Swiss law.

17. Federation Privileges and immunities: Nothing in or relating to this contract shall constitute or be deemed a waiver, express or implied, of any of the privileges and immunities of the International Federation of Red Cross and Red Crescent Societies.