

SEforALL Conditions of Services

1. Contractor's Status

In all matters relating to this Contract, the Contractor shall be acting as an independent contractor. Neither the Contractor nor its employees are the employees of SEforALL. The Contractor assumes all liabilities or obligations imposed by any law or regulation with respect to such employees. The Contractor shall not have the authority to create any obligation on behalf of SEforALL and shall not represent itself as an agent, employee or in any other capacity of SEforALL. The Contractor shall be responsible for the professional and technical competence of its employees, who shall be expected to respect local customs and conform to a high standard of moral and ethical conduct.

2. Damage for Persons and Property

The Contractor shall indemnify and hold harmless SEforALL, its officers, agents, employees and servants from and against all suits, claims, demands, proceedings, and liability of any nature or kind, including costs and expenses, for injuries or damages to any person or any property whatsoever which may arise out of or in consequence of acts or omissions of the Contractor or its agents, employees, servants or subcontractors in the execution of this Contract.

3. Intellectual Property Rights

All intellectual property and other proprietary rights, including but not limited to patents, copyrights and trademarks, in all countries, with regard to maps, drawings, photographs, mosaics, plans, manuscripts, records, reports, recommendations, estimates, documents and other materials, except pre-existing materials, publicly or privately owned, collected or prepared as a consequence of or in the course of the performance of this Contract, shall become the sole property of SEforAll. The Contractor shall hold harmless and fully indemnify SEforALL from and against all claims and proceedings for infringement of any patent rights, design trademark or name or other protected rights resulting from Contractor's performance.

4. Confidentiality

All maps, drawings, plans, reports, documents and all other data compiled by or received by the Contractor under the Contract shall be the property of SEforALL, shall be treated as confidential and shall be delivered only to the duly authorized representative of SEforALL upon completion of the Services.

5. Advertising

The Contractor shall not advertise or otherwise make public the fact that it is performing or has performed services for SEforALL or use the name, emblem or official seal or any abbreviation of the name of SEforALL for advertising purposes or any other purposes.

6. Modifications

Any modification or change to this Contract shall require an amendment in writing between both parties duly signed by the authorized representatives of the Contractor and SEforALL.

7. Sub-contracting and Assignment of Contract

The Contractor shall not sub-contract the Services or otherwise assign, transfer, pledge or make other disposition of this Contract or any part thereof or of any of the Contractor's rights, claims or obligations under this Contract.

8. Termination

SEforALL may terminate this Contract for cause or convenience in the interest of SEforALL upon not less than fourteen (14) days written notice to the Contractor. Upon termination of this Contract, the Contractor shall take immediate steps to terminate their performance of the Contract in a prompt and orderly manner, to reduce losses, and to keep further expenditures to a minimum. Unless such termination has been occasioned by the Contractor's breach of this Contract, the Contractor shall be entitled to be paid for the part of the Services satisfactorily completed as of the date of termination, plus substantiated costs resulting from commitments entered into prior to the date of termination, as well as any reasonable substantiated direct costs incurred by the Contractor as a result of the termination, but shall not be entitled to receive any other or further payment or damages.

9. Privileges and Immunities

Nothing in or relating to this Contract shall be deemed a waiver of any of the privileges and immunities of SEforALL is an integral part.

10. Settlement of Disputes

Any controversy or claim arising out of or in connection with the provision of this contract or any breach thereof, shall, unless resolved through direct negotiation, be settled in accordance with the UNCITRAL Arbitration Rules then in force. SEforALL and the Contractor shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.

11. Force Majeure

Force Majeure shall refer to an event beyond the control of both the Contractor and SEforALL, which prevents the compliance of either Party with any of its obligations under this contract. Such events can include, but are not limited to: Act of God, war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo, rebellion, revolution, insurrection, or military or usurped power, or civil war; acts or threats of terrorism.

Neither Party shall be considered in breach of this Contract to the extent that performance of their respective obligations is prevented by an event of Force Majeure that arises after the Effective Date. The Affected Party that is prevented from carrying out its obligations hereunder shall give notice to the other Party of an event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party.



If and to the extent that the Contractor is prevented from executing the Services by the Event of Force Majeure, while the Contractor is so prevented, the Contractor shall be relieved of its obligations to provide the Services but shall endeavor to continue to perform its obligations under the Contract so far as reasonably practicable, and in accordance with Good Operating Practices.

If after notice of such event, the Event of Force Majeure exceeds 60 days, either party may terminate this Contract upon notice in writing to the other party. Termination hereunder shall be without liability and without payment of any amount by way of penalty, damages or other compensation.

12. Suspension

In the event of allegations of unlawful acts including, without limitation, fraud, abuse, embezzlement and/or theft against the Contractor, SEforALL may suspend payments to the Contractor in whole or in part.

13. Anti-Terrorism

You hereby confirm that the Contractor (and subcontractors) does not directly or indirectly engage in, promote or support other organizations or individuals who engage in, promote or support terrorist activity, which is defined by U.S. Treasury Department regulations as “a violent act or an act dangerous to human life, property or infrastructure that appears to be intended to intimidate or coerce a civilian population, to influence the policy of a government by intimidation or coercion, or to affect the conduct of a government by mass destruction, assassination, kidnapping or hostage-taking.” The Contractor hereby expressly binds itself to include this provision in all subcontracts and sub-grants issued under this contract.

14. Anti-Corruption

As of the date hereof, and at all times during the contract term, the Contractor agrees that no assistance, payments or anything of value (monetary or non-monetary) has been or shall be made, promised or offered by the Contractor to, or accepted from the Contractor by, any government employee or official (i) in contravention of any U.S. or other applicable law or regulation including, but not limited to, the United Nations Convention Against Corruption and any implementing laws of Austria or any similar applicable statutes or regulations, including the United States Foreign Corrupt Practices Act and the U.K. Bribery Act 2010; (ii) without the express consent of the government for which the employee or official works; and (iii) that is not reasonable, bona fide, and directly related to the Contractor’s activities. It is the Contractor’s responsibility to ensure compliance with this clause, and to maintain and provide at SEforALL’s request documentation demonstrating such compliance.

The Contractor hereby agrees that no payments or other form of assistance has been or shall be made by the Contractor to or accepted from the Contractor by any government employee or official to influence any official government act or decision; to induce any government employee or official to commit or omit to commit any act in violation of his or her lawful duty; or to obtain or retain business for, or direct business to any individual or entity. Under no circumstances shall any payments or anything of value be given, made, promised, or offered to any federal, state, or local employee or official. The Contractor hereby expressly binds itself to include this provision in all subcontracts and sub-grants issued under this contract.



15. Data Security

Without limiting the foregoing, if the Contractor processes data as part of the Services and on behalf of SEforALL which relates to an identified or identifiable person (“personal data”), the Contractor shall:

- i. only process such personal data, including with respect to the Contractor’s use of subcontractors or sub-processors, as set forth in this Contract and, as otherwise authorized in writing by SEforALL, or as required by applicable law;
- ii. implement appropriate technical and organizational measures to protect such personal data;
- iii. promptly notify SEforALL of any incident in which the confidentiality, integrity or security of the personal data has been compromised; and
- iv. collaborate with SEforALL as required by applicable law or SEforALL’s request to document the personal data, data subjects and processing activities related to the Services, including as part of an applicable Proposal. In the event that SEforALL transfers personal data that is subject to the General Data Protection Regulation (2016/679) to the Contractor outside of the European Economic Area, or where otherwise agreed by the parties or required by applicable law, the parties agree that the standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC of the European Parliament and of the Council (or any successor thereto) The Contractor will comply with SEforALL’s reasonable requests to furnish information regarding the Contractor’s processing activities as is reasonably necessary to enable SEforALL to verify that the Contractor is complying with its obligations under Contract, including by making its Director of IT Security or person of comparable knowledge and position available to provide information about the Contractor’s processing in connection with the Services, and the foregoing shall apply in full satisfaction of any SEforALL audit or inspection rights of the Contractor, but shall not limit or restrict the ability of any legal or regulatory authority to conduct such audit or inspection pursuant to applicable law.

