

INTERNATIONAL TELECOMMUNICATION UNION

ITU GENERAL CONDITIONS OF CONTRACT for the Provision of Services and Goods



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1. Preamble; Definitions; Order of Precedence

1. These ITU General Conditions of Contract for the Provision of Services and Goods ("General Conditions") form an integral part of any agreement and/or purchase order (each, a "Contract") between the International Telecommunication Union ("ITU") and any vendor, supplier, or service provider (each a "Contractor"). ITU and the Contractor are collectively referred to as "Parties".

2. Unless otherwise defined in the Contract: (i) "Goods" means products, equipment, materials, and supplies to be provided by the Contractor under the Contract; (ii) "Services" means services of any nature, including professional services, consultancy work, as well as any tasks, functions, and responsibilities to be performed by the Contractor under the Contract; (iii) "Personnel" means the Contractor's officials, employees, agents, workers, representatives, and ITU-approved subcontractors' personnel engaged in performance of any obligations under the Contract; and (iv) "Applicable Version" means the version/date of these General Conditions specified in the Contract, as of the effective date of such Contract.

3. In case of inconsistency, and unless otherwise provided for in the Contract, the following order of precedence applies: (i) the main Contract document, then (ii) the Applicable Version of these General Conditions (whether incorporated by reference to an online document containing them or physically annexed to the Contract), then (iii) any Statement of Work/Specifications, if any; then (iv) any other annexes. No terms or conditions provided by the Contractor shall apply unless expressly agreed in writing by ITU.

2. Relationship between the Parties

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis ITU. Nothing creates a relationship of employer/employee or principal/agent between ITU and the Contractor or its Personnel, and the Contractor shall be solely responsible for all claims arising out of or relating to its engagement of Personnel. Under no circumstances may the Contractor or its Personnel claim any of the privileges, immunities and facilities enjoyed by ITU.

3. Non-exclusivity

Unless otherwise specified in the Contract, ITU shall have no obligation to purchase any minimum quantities of Goods or Services from the Contractor, and ITU may obtain Goods or Services of the same kind, quality, or quantity described in the Contract, from any other source at any time.

4. Source of instructions

The Contractor and its Personnel shall follow the instructions of ITU in relation to the Contract and shall neither seek nor accept instructions from any authority external to ITU in connection with the performance of its obligations under the Contract without ITU's prior written consent. Should any authority external to ITU seek to impose any instructions or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify ITU and provide all reasonable assistance required by ITU. The Contractor shall refrain from any action which may adversely affect ITU's interests and shall fulfil its commitments with the utmost regard to ITU's interests.

5. Contractor's responsibility for its Personnel

1. The Contractor is responsible for the professional/technical competence and conduct of its Personnel. For work under the Contract, the Contractor shall select reliable individuals who are professionally qualified, perform effectively and work well with ITU personnel in the implementation of the Contract, respect the applicable laws, regulations, rules and ordinances promulgated by the

competent authorities, as well as the local customs, and conform to a high standard of moral and ethical conduct.

2. In relation to the Contract, the Contractor shall be fully responsible for any action, omission, negligence, or misconduct of its Personnel, as well as any costs, expenses, or claims associated with any illness, injury, death, or disability of its Personnel.

3. At the sole discretion of ITU:

- i. the qualifications of Personnel proposed by the Contractor (e.g., a curriculum vitae) may be reviewed by ITU prior to the performance by such Personnel of any obligations under the Contract;
- ii. any Personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by ITU prior to the performance by such Personnel of any obligations under the Contract; and
- iii. in cases in which, pursuant to Section 5.3.1 or 5.3.2, above, the ITU has reviewed the qualifications of such Contractor's Personnel, the ITU may reasonably refuse to accept any such Personnel.

4. Without prejudice to any other rights or remedies available to ITU, and upon written request of ITU stating the reasons therefor, the Contractor shall promptly withdraw any member of its Personnel and propose a qualified replacement acceptable to ITU within fifteen (15) days from ITU's request. The qualifications of any Personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract as a replacement shall be substantially the same, or better than, the qualifications of any Personnel originally proposed by the Contractor. The Contractor shall submit to ITU sufficiently in advance the curriculum vitae of the person it envisages to newly designate, who shall meet the standard requirements stated in this Section, for ITU's consideration and approval. Costs and additional expenses resulting from such withdrawal of any member of the Contractor's Personnel and the designation of the replacement shall be at the Contractor's own expense. Such withdrawal shall not be considered, in and of itself, as termination in part or in whole of the Contract between ITU and the Contractor, and ITU shall not bear any liability in respect of such withdrawn or replaced Personnel.

5. Nothing in this Section shall be construed as creating any obligations on the part of ITU with respect to Contractor's Personnel assigned to perform work under the Contract, and such Personnel shall remain the sole responsibility of the Contractor.

6. In cases where the Contractor is required to perform any obligations on ITU premises or other ITU property, the Contractor shall be responsible for requiring that all Personnel assigned to perform such obligations:

- i. are legally entitled to work in the country or region specified in the Contract;
- ii. undergo and comply with security screening requirements made known to the Contractor by ITU, including, but not limited to, a review of any criminal history; and
- iii. when within the ITU premises or on ITU property, display such identification as may be approved and furnished by ITU security officials, and that upon the withdrawal or replacement of any such Personnel or upon termination, expiration, or completion of the Contract, such Personnel shall immediately return any identification, access cards, or keys, as applicable, to ITU.

7. All operations of the Contractor, including, without limitation, storage of equipment, materials, supplies and parts, within ITU premises or on ITU property shall be confined to areas authorized or approved by ITU. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within ITU premises or on ITU property without authorization from ITU.

6. Assignment

The Contractor shall not assign, transfer, pledge or otherwise dispose any rights, claims, or obligations under the Contract, in whole or in part, without ITU's prior written consent. In the event that such assignment is approved by ITU, the Contract shall be binding upon the Contractor (unless explicitly released by ITU), its successors, and assigns.

7. Subcontracting

In the event the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of ITU for all such subcontractors. ITU shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject or request a withdrawal of any proposed subcontractor that ITU reasonably considers is not qualified to perform obligations under the Contract. Any such rejection or subcontractor withdrawal request shall not entitle the Contractor to claim delays or excuse non-performance of any obligations under the Contract. The approval by ITU of a subcontractor shall not relieve the Contractor of any of its obligations under the Contract. The terms of any subcontract shall be subject to and in conformity with the provisions of the Contract.

8. Observance of the Law

The Contractor shall comply with all applicable laws, regulations, rules, and ordinances and promptly notify ITU of any legal impediment bearing upon the performance of its obligations under the Contract.

9. Contractor warranties concerning performance

1. In addition to and without limiting any other warranties, remedies, or rights of ITU stated in or arising under the Contract, the Contractor represents and warrants that:

- i. all information provided by the Contractor to ITU is true, accurate and complete. The Contractor understands that in the event the Contractor has provided false information or has failed to disclose any relevant information that may have impacted ITU's decision to award the Contract to the Contractor, ITU shall be entitled, at ITU's sole discretion, to terminate the Contract with immediate effect, in addition to any remedies that ITU may be entitled to in connection with the Contract, the Contractor's actions or omissions, or the procurement activity;
- ii. it has the legal right and authority to enter into the Contract and to observe and perform fully its obligations set forth therein, and that its performance shall not conflict with or violate any commitment, agreement, or understanding it has or will have to or with any third party;
- iii. it shall perform its obligations in good faith and in the best interest of ITU, with the necessary care and diligence, in accordance with the highest industry and professional standards, and that its performance of obligations under the Contract will meet the specifications, timeframes and related requirements set forth therein;

- iv. it has obtained and shall maintain, in full force and effect, all authorizations, licenses, certificates, permits, and insurance necessary or required, as the case may be, to perform its obligations;
- v. In performing its obligations under the Contract, Contractor shall not violate any applicable laws, regulations, rules or ordinances, nor infringe, violate, or misappropriate any intellectual property or proprietary right held by any third party; and
- vi. it shall at all times provide all the necessary on-site and off-site resources to meet its obligations under the Contract, and all materials, techniques, and workmanship utilized in the performance of its obligations shall be in accordance with the Contract and free from faults and defects.

2. If the Contractor's performance does not meet the requirements referred to in the Contract and these General Conditions, the Contractor shall, promptly and at its own expense, correct all defects and non-conformities.

3. If any defect, non-conformity, or failure in the performance of the Contractor is not rectified by remedial measures within the reasonable period set by ITU, the Contractor shall be considered to be in default and, without prejudice to any other rights or remedies available to ITU under the Contract, ITU shall have the right to independently replace or repair the Goods and/or Services and the Contractor shall reimburse ITU all the additional costs so incurred, including by deduction or otherwise, against future amounts owed by ITU to the Contractor.

4. At ITU's request, the Contractor shall provide and maintain a continuity plan to ensure performance during industrial action or supply disruption, at no additional cost to ITU.

5. Unless otherwise specified in the Contract, Services are warranted for twelve (12) months after acceptance to meet Contract requirements and be free from defects in materials, techniques, and workmanship.

10. Contractor warranties concerning labour

- 1. The Contractor represents and warrants to ITU that, during the term of the Contract, the Contractor shall abide by, observe and comply with all applicable laws, rules, regulations, ordinances, and any other legal requirements in respect of the Contractor's Personnel.
- 2. The Contractor shall take full and sole responsibility for the payment of all wages, benefits, and monies due to all persons and entities used by it in connection with the implementation and execution of the Contract, including, but not limited to, the Contractor's Personnel.
- 3. Without limiting the generality of the foregoing, the Contractor represents and warrants to ITU that, at all times and in all circumstances relevant to the performance of the Contract, and in respect of the Contractor's Personnel, the Contractor shall abide by, observe and comply with the [Fundamental Principles and Rights at Work](#) derived from International Labour Organization (ILO) Conventions and Recommendations.

11. Payment terms

- 1. The Contractor shall submit detailed invoices to the address/e-mail stated in the Contract. Separate invoices are required per Contract unless ITU authorizes otherwise. Payment shall be made only to the Contractor. Payment of an invoice by ITU shall not constitute acceptance of the Goods and/or Services provided by the Contractor.
- 2. ITU is exempt from all direct taxes, customs duties, and similar charges under applicable international conventions and national laws, including but not limited to the 1947 Convention on the

Privileges and Immunities of the Specialized Agencies, Article 107 of the Swiss Federal Law of 12 June 2009 and Articles 143 et seq. of the Swiss Federal Ordinance of 27 November 2009, as well as the 1971 Agreement between the Swiss Federal Council and ITU concerning ITU's legal status in Switzerland. Contractor shall ensure that all invoices issued to ITU under this Contract are exclusive of any direct taxes, customs duties, charges, and value added tax (VAT). No such taxes or charges shall be included in the price, calculation, or estimate covered by the Contract. Where ITU is exempt from VAT under Swiss law (including Article 107 of the Federal Law of 12 June 2009 and Articles 143 et seq. of the Federal Ordinance of 27 November 2009), VAT shall not be included in any invoice or payment request. The Contractor shall deduct VAT at source and ensure that ITU is not charged VAT on any Goods or Services provided under the Contract. In the event any governmental authority refuses to recognize ITU's exemption from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with ITU to determine a mutually acceptable solution. Alternatively, the Contractor authorizes ITU to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with ITU before the payment thereof and ITU has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide ITU with written evidence that payment of such taxes, duties or charges has been made and authorized.

3. Unless otherwise specifically mentioned in the Contract, payment of invoices by ITU shall be executed only after satisfactory delivery or performance of Goods and/or Services, and within thirty (30) days of receipt of the invoice.

4. In cases where Goods and/or Services are to be delivered to an ITU beneficiary, payment of invoices by ITU will be made subject to ITU's receipt of written confirmation of satisfactory delivery or performance from the beneficiary.

5. ITU may set off against amounts due any sums owed by the Contractor to ITU under the Contract or any other agreement between the Parties.

12. Indemnification

1. The Contractor shall be solely responsible for any damages and losses that it may cause in connection with the Contract, and shall indemnify, hold harmless, and defend, at its own expense, ITU, its officials, employees, agents, workers, representatives, and personnel from and against all suits, proceedings, claims, demands, losses, and liability of any nature or kind brought by a third party against ITU, including, but not limited to, all costs and expenses, attorney's fees, settlement payments and damages, based on, arising out of, or relating to:

- i. allegations or claims that the possession of or use by ITU of any patented device, any copyrighted material, or any other Goods, property, or Services provided or licensed to ITU under the terms of the Contract, in whole or in part, constitutes an infringement of any intellectual property right of any third party;
- ii. bodily injury, death or property damage caused by the Contractor or its Personnel;
- iii. workers' compensation or product liability;
- iv. breach by the Contractor or its personnel of any of its representations or warranties under the Contract, including these General Conditions;
- v. Data breach or violations related to ITU Data or Personal Data under Sections 17 and 18; and
- vi. any other wilful or negligent acts or omissions of the Contractor or its Personnel in the performance of the Contract.

2. ITU shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defence of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defence of the privileges, immunities and facilities of ITU or any matter relating thereto, for which only ITU is authorized to assert and maintain. ITU shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

3. In the event that the use of any Goods, property or Services provided or licensed to the ITU by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:

- i. procure for ITU the unrestricted right to continue using such Goods, property, or Services provided to ITU;
- ii. replace or modify the Goods, property, or Services provided to ITU, or part thereof, with the equivalent or better Goods, property, or Services, or part thereof, that is non-infringing; or
- iii. refund to ITU the full price paid by ITU for the right to have or use such Goods, property or Services, or part thereof.

13. Insurance and liability

1. The Contractor shall compensate ITU promptly for any loss or damage to ITU property caused by the Contractor or its Personnel in the performance of the Contract.

2. Prior to commencement of performance of any obligations under the Contract, the Contractor shall obtain and thereafter maintain for the entire term of the Contract, for any extension thereof, and for a reasonably adequate period following any termination or expiration thereof, insurance that is sufficient to cover all liabilities under this Contract and is compliant with all applicable laws and regulatory requirements in the jurisdiction(s) where the Contract is performed. The coverage limits, terms, and conditions shall be commercially reasonable, consistent with best industry standards for the nature of the work, and in no event less than any minimums specified in the Contract or otherwise agreed in writing by ITU. The required insurance shall include, but not be limited to:

- i. insurance against all risks in respect of property, and any equipment used for the execution of the Contract or any Goods prior to acceptance;
- ii. workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to Contractor's Personnel sufficient to cover all claims for injury, death, and disability, or any other benefits required to be paid by applicable laws, regulations, rules, or ordinances applicable to the Contractor, in connection with the performance of the Contract;
- iii. comprehensive general liability insurance in an adequate amount to cover any and all claims, including but not limited to, third-party claims, claims for death, disability, illness, or bodily injury, products and completed operations liability, or loss of or damage to property, or other liabilities arising from or in connection with the performance of the Contractor or its Personnel under the Contract, including, but not limited to, the use or operation of any vehicles, boats, airplanes or other transportation vehicles or other equipment during the performance of the Contract, whether or not owned by the Contractor;

- iv. professional liability insurance, where Services are provided, covering liability for any act, error, or omission in the performance of such Services. Such policy shall have a retroactive date no later than the commencement date of the Services under this Contract (or any earlier date of services performed for ITU) and shall be maintained for a period of no less than three (3) years after the completion of Services. If the Contractor provides services in a regulated profession, such insurance shall be obtained from an insurer recognized for underwriting such professional risks;
- v. cyber liability insurance, where the Contractor processes, stores, transmits, or otherwise handles ITU Data or Personal Data (both defined below). This insurance shall provide, at a minimum, coverage for: (a) data breach and incident response costs (including notification, credit monitoring, and forensics); (b) liability arising from unauthorized access, loss, theft, destruction, or corruption of data; (c) regulatory fines and penalties (to the extent insurable by law) arising from non-compliance with applicable data protection laws (such as the GDPR or Swiss FADP); (d) extortion and ransomware attacks; and (e) liability to third parties; and,
- vi. such other insurance as may be reasonably required by ITU in writing, having regard to the nature of the Contract, the risks involved, and the applicable laws and regulations.

3. Except for the workers' compensation insurance, all policies under this Section shall:

- i. name ITU as additional insured;
- ii. include a waiver of subrogation of the Contractor's rights to the insurance carrier against ITU; and,
- iii. provide that ITU shall receive at least a thirty (30) calendar days written notice from the Contractor's insurance carrier prior to any cancellation or change of coverage.

4. The Contractor shall ensure that any and all subcontractors engaged in the performance of the Contract maintain insurance coverage compliant with the requirements of this Article 13, appropriate to the work they are performing. The Contractor's liability policies shall either (a) be endorsed to include its subcontractors as additional insureds, or (b) the Contractor shall obtain and provide to ITU, upon request, certificates of insurance evidencing the subcontractors' equivalent coverage. The Contractor's liability policies shall also cover subcontractors and all defence costs and shall contain a standard "cross liability" clause.

5. The Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to ITU. Prior to the commencement of any obligations under the Contract, the Contractor shall provide ITU with evidence, in the form of certificate of insurance, insurance policies, or such other forms as ITU may reasonably require, that demonstrate that the Contractor has taken out insurance in accordance with the requirements of the Contract. ITU reserves the right, and the Contractor hereby authorizes ITU, upon written notice to the Contractor, to obtain copies from the Contractor's insurers of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. The Contractor shall promptly notify the ITU concerning any cancellation or material change of insurance coverage required under the Contract.

6. The Contractor shall provide ITU with prompt written notice of any accident, claim, or event of loss that (a) has given rise, or may give rise, to a claim under any insurance policy required by this Contract, and (b) involves or may involve ITU, its property, or its interests. The Contractor shall cooperate with ITU and the insurers in the investigation and handling of any such claim.

7. The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract. Further, the Contractor shall be solely responsible in this regard and shall handle any claims arising under the required insurance policies and for the payment of any deductibles or retentions.

8. ITU reserves the right to review the Contractor's insurance coverage at any time and, upon reasonable notice, to require adjustments to the coverage types or limits if deemed necessary due to changes in the scope of work, risk profile, industry standards, or applicable laws.

14. Encumbrances & liens

The Contractor shall not cause or permit any lien, attachment or any other encumbrance(s) or security interest(s) by any person to be filed, asserted, or to remain in existence against any property, equipment, materials, Goods or monies due or to become due from ITU to the Contractor under the Contract. If any lien, attachment, encumbrance, or security interest is filed, asserted, or maintained in violation of this Section, the Contractor shall, at its own expense and without delay, take all necessary steps to promptly discharge, release, or otherwise remove such lien, attachment, encumbrance, or security interest.

15. Items, equipment and supplies furnished by ITU

Any items, equipment, materials, or supplies funded or provided by ITU to the Contractor to support the performance of the Contractor's obligations under the Contract (collectively, "Items") remain the sole and exclusive property of ITU at all times, and are governed by the following terms:

- i. The Contractor acknowledges and agrees that ITU hereby disclaims any and all warranties regarding the functionality or installation of such Items. The Contractor is solely responsible for the installation, maintenance, and functioning of all the Items, including providing necessary Personnel, tools, materials or other goods;
- ii. The Contractor shall take all reasonable measures to avoid any loss, theft, damage, or deterioration of or to such Items, and shall promptly report to ITU any loss, damage, theft, or deterioration that is beyond normal wear and tear, bearing all associated risks;
- iii. All Items shall be returned to ITU at the conclusion, termination, or expiration of the Contract or when no longer needed by the Contractor. The return of such Items, or other disposal as the ITU may direct, shall be at the Contractor's expense. Such Items, when returned to ITU, 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 ITU for the actual costs of any Items lost, stolen, damaged or degraded beyond normal wear and tear.

16. Intellectual Property Rights & other proprietary rights

1. Except as otherwise expressly provided in the Contract, all intellectual property rights, including but not limited to copyrights, patents, trademarks, trade secrets, industrial designs, and other proprietary rights ("Intellectual Property Rights"), in any products, deliverables, documents, software, inventions, data, or other materials ("Deliverables") developed, created, produced, or prepared by the Contractor, its Personnel, or subcontractors for ITU under or in connection with the Contract ("Foreground IP") shall vest exclusively in ITU from the moment of creation. Such Deliverables shall be deemed "works made for hire" to the extent permitted by applicable law. The Contractor shall, at ITU's request and expense, execute all

documents and take all actions necessary to secure, perfect, register, or transfer Intellectual Property Rights to ITU, enabling ITU to fully exercise its rights under the Contract.

2. ITU does not and shall not claim any ownership interest to the extent that any such intellectual property or other proprietary rights of the Contractor: (i) pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) the Contractor may develop or acquire, or may have developed or acquired, independently of its performance or its obligations under the Contract ((i) and (ii) collectively, "Background IP"). To the extent any Background IP is incorporated into or necessary for the use of the Deliverables, the Contractor hereby grants to ITU a worldwide, perpetual, irrevocable, royalty-free, transferable, and sublicensable license to use, reproduce, modify, adapt, translate, distribute, publicly display, publicly perform, and create derivative works of such Background IP solely for ITU's official purposes.

3. If any Deliverables incorporate or rely upon third-party intellectual property, the Contractor shall obtain, at its own expense, all necessary rights, licenses, consents, and permissions for ITU to use such third-party intellectual property in accordance with the Contract, including the right to sublicense as necessary for ITU's official purposes. The Contractor shall provide ITU with documentation evidencing such rights upon request. To the extent permitted by applicable law, the Contractor shall procure waivers of any moral rights in the Deliverables from its Personnel and subcontractors, or otherwise ensure that such rights are not asserted against ITU or its authorized users.

4. Any data, information, documents, materials, or records ("ITU Data") provided by ITU to the Contractor, or generated, collected, processed, or stored by the Contractor on behalf of ITU in connection with the performance of the Contract, shall remain the sole and exclusive property of ITU at all times. The Contractor: (i) shall not acquire any right, title, or interest in ITU Data, except for the limited right to use such data solely for the purpose of fulfilling its obligations under the Contract; (ii) shall treat all ITU Data as confidential and shall not use, disclose, transfer, or permit access to ITU Data for any purpose other than as expressly authorized by ITU in writing; (iii) shall process/store ITU Data only in jurisdictions that ensure adequate legal protection of the privileges and immunities of ITU or as otherwise authorized in writing by ITU; (iv) shall promptly return, delete, or destroy all ITU Data in its possession, custody, or control upon completion, expiration, or termination of the Contract, or upon ITU's written request; and (v) shall certify such deletion or destruction to ITU.

5. If artificial intelligence (AI) tools or open-source software are used in the development of Deliverables, the Contractor shall: (i) document all sources and licenses of such content; (ii) ensure that all necessary permissions have been obtained and that use by ITU will not subject ITU's proprietary materials to copyleft or other restrictive open-source obligations unless expressly agreed in writing; (iii) provide a software bill of materials (SBOM) identifying all open-source components and their licenses, upon ITU's request.

6. ITU reserves the right to revise, adapt, modify, translate, use, or not use any Deliverables, in whole or in part, at its sole discretion, without further obligation to the Contractor.

17. Confidential Information

1. "Confidential Information" means any documents, information, data or materials – whether oral, written, visual, electronic, or in another form – disclosed or made available by one Party (the "Discloser") to the other Party (the "Recipient") in connection with the Contract, including without limitation ITU Data that (a) are designated as confidential at the time of disclosure, or (b) by their nature or the circumstances of disclosure reasonably should be understood to be confidential. Confidential Information does not

include information that the Recipient can demonstrate: (a) is or becomes publicly available other than through breach of this Section; (b) was already lawfully known to the Recipient without confidentiality obligation before disclosure by the Discloser; (c) is received from a third party who is not, to the Recipient's knowledge, in breach of an obligation of confidentiality; or (d) is independently developed by the Recipient without use of, or reference to, the Discloser's Confidential Information.

2. The Recipient shall:

- i. protect the Discloser's Confidential Information with at least the same degree of care it uses to protect its own similar confidential information, and in no event less than a reasonable degree of care;
- ii. use the Discloser's Confidential Information solely for the purposes for which it was disclosed;
- iii. restrict access strictly to those of its Personnel who have a need to know for Contract performance and who are bound by written obligations of confidentiality no less protective than those in this Section; and
- iv. immediately notify the Discloser in the event of any unauthorized access, use, or disclosure of the Confidential Information, describe the nature and scope of the incident, and cooperate with the Discloser to mitigate harm and prevent recurrence.

3. Subject to written confidentiality undertakings no less protective than this Section, the Recipient may disclose Confidential Information: (a) with the Discloser's prior written consent; (b) to its officials, employees, professional advisers and agents, and to those of any entity it controls, is controlled by, or is under common control with, who need to know for Contract performance; and (c) to approved subcontractors or service providers solely to the extent necessary for Contract performance. The Recipient shall remain fully responsible for compliance with this Section by such persons/entities and ensure equivalent confidentiality, security, and use restrictions are flowed down to them in writing. In addition:

- i. The Contractor may disclose Confidential Information to the extent required by the law applicable to it, provided that, subject to and without any waiver of the privileges and immunities of ITU, the Contractor shall give ITU sufficient prior written notice of a request for disclosure of Confidential Information in order to allow ITU to have a reasonable opportunity to take protective measures or such other actions as may be appropriate before such disclosure is made.
- ii. ITU may disclose Confidential Information to the extent required pursuant to the Constitution and Convention of ITU, applicable internal rules and procedures, and to the United Nations system, oversight bodies, authorized auditors, donors and international financial institutions for accountability purposes.

4. These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective for five (5) years following the termination or expiry of the Contract.

5. Upon the Discloser's written request, and upon completion, expiry or termination of the Contract, the Recipient shall promptly (and in any event within thirty (30) calendar days) return to the Discloser or securely delete/destroy all Confidential Information (including copies and materials derived from it) in its possession, custody or control, and shall, upon request, certify such deletion or destruction; provided, however, that ITU may retain any Confidential Information, even if marked as confidential, to the extent

necessary for compliance with its applicable regulations, rules, and internal policies on data retention, archiving, audit, investigation, accountability, or legal obligations. Any such retained information shall remain subject to the confidentiality obligations set out in this Section.

6. Handling of ITU Data and Personal Data shall also comply with the specific obligations set out in these General Terms and any provisions of the Contract relating specifically to ITU Data and/or Personal Data protection. In case of conflict, the more protective obligation governs as to ITU Data and/or Personal Data.

18. Personal Data

1. "Personal Data" means information, in any form, that relates to an identified or identifiable natural person.

2. ITU shall handle any Personal Data obtained from the Contractor in connection with, or related, to the Contract exclusively in accordance with its regulations, rules, policies and procedures, including ITU's Data Protection and Privacy Policy.

3. In relation to any Personal Data that the Contractor may receive from ITU in connection with, or related to, the Contract, and unless otherwise specified in the Contract, the Contractor shall treat such Personal Data as ITU Data and:

- i. Ensure compliance with all applicable data protection and privacy laws in a manner that guarantees a level of protection for such Personal Data that is at least equivalent to the safeguards outlined in ITU's Data Protection and Privacy Policy.
- ii. Process such Personal Data solely and exclusively for the purpose of performing its obligations under the Contract, and ensure that all processing activities are in accordance with applicable data protection laws;
- iii. Maintain strict standards of confidentiality, implement robust data security measures, including appropriate access controls, and technical and organizational measures necessary to ensure the confidentiality and integrity of such Personal Data, thereby preventing unauthorized access, unlawful processing, accidental loss, destruction, alteration, improper disclosure or damage;
- iv. Limit the access to such Personal Data strictly to those members of its Personnel who have a legitimate need to access the data for the purpose of fulfilling the Contractor's obligations under the Contract, and ensure that such Personnel is subject to confidentiality obligations;
- v. Not transfer, disclose, or publish such Personal Data to any third party without obtaining ITU's prior written consent;
- vi. Retain such Personal Data only for as long as necessary to fulfil its obligations under the Contract or as otherwise required under applicable law, and securely delete or return to ITU such Personal Data upon termination or expiration of the Contract or upon ITU's written request;
- vii. Notify immediately ITU in writing upon becoming aware of any actual or suspected data breach, unauthorized access, or other security incident affecting such Personal Data, and cooperate fully with ITU to remediate and resolve the incident.

4. The Contractor acknowledges and agrees that ITU may, when and to the extent necessary for the implementation of the Contract, share Personal Data, including contact information, pertaining to the Contractor and its Personnel with third parties.

19. Provisions applicable for the purchase of Goods

19.1 Delivery, inspection and acceptance of Goods

1. The Contractor shall deliver the Goods purchased by ITU at the place, within the time, and in the manner specified in the Contract, and shall provide to ITU all shipment documentation (including, as applicable bills of lading, airway bills, and commercial invoices) as specified in the Contract or, otherwise, as customarily done in the trade. The Contractor shall likewise provide all manuals, instructions, and any other information relevant to the proper use and maintenance of the Goods.
2. Unless otherwise specified in the Contract, the Contractor is solely responsible for all arrangements and costs related to transport, shipping, delivery, insurance and obtaining any permits, licenses, certifications, registrations, approvals or authorizations necessary for transport, shipment and delivery (including import/export formalities)
3. No partial shipment shall be accepted by ITU unless previously agreed to by ITU in writing.
4. The Contractor shall insure the Goods against all risks until their delivery and acceptance at the final destination. Risk of loss or damage to the Goods shall be borne solely by the Contractor until their physical delivery and acceptance by ITU or its beneficiary has been completed as stipulated in the Contract.
5. Under no circumstances shall ITU be required to accept any Goods that do not conform to the specifications and requirements in the Contract. Delivery or payment by ITU does not, by itself, constitute acceptance. All Goods are subject to inspection and testing by ITU, its beneficiary, or designated agent(s) at their final destination, and ITU may refuse acceptance of any Goods which are not delivered in accordance with the Contract, including these General Conditions. ITU may condition acceptance upon the successful completion of acceptance tests as may be specified in the Contract or otherwise agreed in writing by the Parties. All reasonable facilities and assistance shall be furnished by the Contractor to ITU or its designated inspection agents at no charge. Neither the carrying out of any inspections of the Goods nor any failure to undertake any such inspections shall relieve the Contractor of any of its warranties or the performance of any of its obligations under the Contract.

19.2. Packaging, transportation and freight of the Goods

The Contractor shall package and mark the Goods for delivery in accordance with the highest standards of packaging appropriate for the type, quantity, and mode of transport, and in compliance with the Contract, applicable law, and any requirements of the transporters or manufacturers of the Goods. The packaging shall include the Contract number and any other identification information provided by ITU as well as such other information as is necessary for the correct handling and safe delivery. Unless otherwise specified in the Contract, the Contractor shall have no right to any return of the packaging materials. The Contractor shall ensure that the ITU receives all necessary transport documents in a timely manner, to enable ITU to take delivery of the Goods. Original transport documents (e.g., Bill of Lading, Air Waybill, postal certificate, etc.) shall be sent by international courier to the consignees named on the order form, together with a detailed list of the contents of each case or package. Electronic copies of these documents with a reference to the Contract shall be sent to the ITU officer(s) identified in the Contract as responsible for its implementation, immediately and in advance of the transport and delivery, and without waiting for the preparation of invoices.

19.3. Warranties specific to Goods

1. Unless otherwise specified in the Contract, in addition to and without limiting any other warranties, remedies or rights of ITU, the Contractor represents and warrants that:
 - i. The Goods are of the highest industry and professional standards;
 - ii. The Goods, including all packaging and packing thereof, conform to the Contract specifications, are fit for the ordinary purposes and for any purposes stated in the Contract, and are of even quality, free from any faults and defects including in design, material, manufacturer and workmanship;
 - iii. The Goods are securely contained, packaged, and marked, taking into account the modes of transport, to protect them during delivery to their final destination;
 - iv. The Goods are new and unused and meet the quality, quantity and description required by the Contract, including when subjected to conditions at the place of final destination;
 - v. If the Contractor is not the original manufacturer, the Contractor shall provide ITU with the benefit of all manufacturers' warranties in addition to any other warranties required to be provided under the Contract; and
 - vi. The Goods are free from any right of claim by any third party, including claims of infringement of any intellectual property rights, and unencumbered by any third party's title or other property rights, including any liens or security interests.
2. All such warranties shall remain effective for a period of at least two (2) years following acceptance of the Goods by ITU, or as otherwise specified in the Contract. During the warranty period, upon written notification to the Contractor by ITU of any non-conformity with the Contract or breach of warranty, the Contractor shall, promptly and at its own expense, correct all defects and non-compliance. If the defects and non-compliance cannot be corrected within fifteen (15) days, the Contractor shall, at Contractor's cost and at the choice of ITU, either replace the defective/non-compliant Goods of equal or superior quality, or remove the defective/non-compliant Goods and fully reimburse ITU for the purchase price paid.
3. In addition to any other rights or remedies, in the event that the Contractor fails to meet any of its obligations under this Section, ITU may, at its sole discretion, replace or repair the Goods, and the Contractor shall reimburse promptly ITU for all costs and expenses so incurred, including by deduction or set-off against future amounts owed by the ITU to the Contractor.

19.4. Rejection of goods

1. In addition to any other rights or remedies, ITU may, at its sole option, reject or refuse to accept any part or all of the Goods, in case they are defective or otherwise do not conform to the specifications or other requirements of the Contract. Within thirty (30) calendar days following receipt of notice from ITU of such rejection, the Contractor shall, in the sole option of ITU:
 - i. provide a full or partial refund upon return of the Goods, depending on the case; or
 - ii. repair the Goods to conform to the specifications or other requirements of the Contract; or
 - iii. replace the Goods with ones of equal or better quality; and
 - iv. pay all costs relating to the repair, return, and storage of the defective Goods as well as the costs relating to the delivery of any replacement Goods to ITU.
2. In the event that ITU elects to return any of the Goods, ITU may procure substitutes from any other source. In addition to and without prejudice to any other rights or remedies to which ITU may be entitled under the Contract, including, but not limited to, the right to terminate the Contract, the

Contractor shall be liable for any additional cost beyond the Contract price, including, inter alia, the costs for engaging in such procurement, and ITU shall be entitled to compensation from the Contractor for any reasonable expenses incurred for preserving and storing the Goods for the Contractor's account. A termination of the Contract by ITU under this Section shall not give rise to any claim against ITU for compensation for any damages, expenses, costs or losses incurred by the Contractor.

19.5. Title

The Contractor warrants and represents that the Goods delivered under the Contract are unencumbered by any third party's title or other property rights, including, but not limited to, any liens, claims, charges, or security interests. Unless otherwise expressly provided in the Contract, title in and to the Goods shall pass from the Contractor to ITU or its beneficiary upon delivery of the Goods and their acceptance by ITU or its beneficiary in accordance with the requirements of the Contract. Risk of loss or damage remains with the Contractor until physical delivery and acceptance by ITU or its beneficiary.

19.6. Necessary licenses and authorizations

The Contractor shall be responsible for obtaining, at its own expense, any license (including export licenses), permits, certifications, registrations, approvals, or authorizations required with respect to the Goods, products, or technologies, including software, sold, delivered, licensed or otherwise provided to ITU under the Contract. The Contractor shall procure any such license or authorization expeditiously. Subject to and without any waiver of the privileges and immunities of ITU, ITU will provide reasonable assistance as required. Should any Governmental entity or other authorities refuse, delay or hinder the Contractor's ability to obtain any such license or authorization, the Contractor shall promptly consult with ITU to enable ITU to take appropriate measures to resolve the matter.

20. Provisions applicable for the performance of services

20.1 Acceptance of Services

1. The Contractor shall perform the Services with the due care and diligence, and in accordance with the highest professional standards applicable to similar services in the relevant industry.

2. ITU reserves the right to review and inspect all Services at any reasonable place and time. Under no circumstances shall ITU be required to accept any Services that do not conform to the specifications or requirements of the Contract. Payment, receipt, or delivery of Services does not constitute acceptance by ITU.

20.2 Rejection and correction of Services

1. In addition to any other remedies, in case any of the Services are defective or do not conform to the requirements of the Contract, ITU may reject all or part of them and, at its sole discretion, require the Contractor to: (a) promptly re-perform, repair, or correct the rejected Services at the Contractor's expense within a reasonable period specified by ITU; or (b) provide a full refund for the rejected Services.

2. If the Contractor fails to remedy within the specified period, or if ITU reasonably determines that correction by the Contractor is not feasible, ITU may obtain correction or replacement from third parties at the Contractor's sole expense.

3. In addition, ITU may decide to reduce or withhold payment of the final instalment to the Contractor (good execution guarantee). Unless specified otherwise in the Contract, the final instalment is ten (10) per cent of the total value of the Contract.

20.3 Warranties specific to Services

1. Unless otherwise specified in the Contract, in addition to and without limiting any other warranties, remedies or rights of ITU, the Contractor represents and warrants that:
 - i. all Services meet the highest industry and professional standards;
 - ii. all Services are free from any faults and defects including in design, technique, and workmanship;
 - iii. all Services conform to the specifications, timeframes, and related requirements of the Contract;
 - iv. all Services are unencumbered and free from any right of third-party claims, including those related to infringement of any intellectual property rights; and
2. In addition to any other remedies, in the event that the Contractor fails to meet these warranties, ITU may, at its sole discretion, replace or repair the Services at the Contractor's expense, including by deduction or set-off against future payments.

21. Audit, reviews and investigations

1. Each invoice paid by ITU shall be subject to post-payment audit, review, or inspection by ITU, its internal or external auditors or other authorized and qualified agents of ITU or the United Nations, at any time during the term of the Contract and for a period of ten (10) years following the expiration or prior termination of the Contract. ITU may also initiate investigations into fraud, corruption, sanctions violations, sexual exploitation and abuse, sexual harassment, other abusive conduct, or other forms of misconduct relating to the award or performance of the Contract. The Contractor shall keep accurate, systematic accounts and records (including underlying source documents) in respect of all Goods and Services supplied under the Contract, and retain such records for the same period.
2. The Contractor and its Personnel shall provide full and timely cooperation with any audit, review, inspection, or investigation. Such cooperation includes, but is not limited to, making available all relevant documentation, books, records, systems, and data, and granting reasonable access to the Contractor's premises and Personnel at reasonable times and on reasonable conditions. The Contractor shall ensure that equivalent cooperation obligations are flowed down to its subcontractors, agents, attorneys, accountants, and other advisers.
3. ITU shall be entitled to a refund from the Contractor for any amounts determined, following audit, review, or investigation, to have been paid by ITU contrary to the terms and conditions of the Contract or otherwise improperly. ITU may recover such amounts by deduction or set-off against sums otherwise due to the Contractor, or by other lawful means. Obstruction of, or failure to cooperate with, any audit, review, or investigation constitutes a material breach and an essential term of the Contract, and may result in immediate termination, exclusion from future procurements, and reporting to ITU governing bodies, other United Nations entities, and donors as appropriate.

22. Termination

1. Unless otherwise provided by the Contract, ITU may terminate the Contract for convenience upon sixty (60) calendar days' written notice to the Contractor.
2. ITU may terminate the Contract immediately by written notice if:

- i. The Contractor is in material breach of any provision of the Contract, including but not limited to breaches of essential terms (as identified in Section 25), and, where capable of remedy, fails to cure such breach within thirty (30) calendar days after receipt of written notice from ITU;
- ii. The Contractor becomes bankrupt, is liquidated, becomes insolvent, makes an assignment for the benefit of creditors, has a receiver appointed, offers a settlement in lieu of bankruptcy or receivership, undergoes a materially adverse change in financial condition, or is taken over or merged without adequate assurance of continued performance;
- iii. ITU reasonably determines that the Contractor's financial condition threatens its ability to perform any obligations under the Contract.

3. ITU may immediately terminate the Contract by providing written notice to the Contractor if ITU's mandate or the funding applicable to the Contract is curtailed or terminated, in whole or in part.

4. In the event of any termination of the Contract, except as otherwise directed in writing by ITU, the Contractor shall:

- i. within ten (10) business days of ITU's notice of termination (or such shorter period as ITU may reasonably require), provide ITU with a written accounting of all obligations performed or pending under the Contract, including the status of deliverables, work in progress, costs incurred to date, outstanding commitments and subcontracts, and any advances received and not yet applied;
- ii. take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, minimizing expenses, and taking all appropriate measures to prevent the loss or deterioration of Goods and/or Services, or any other damage to ITU;
- iii. refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of the notice of termination or the date of immediate termination;
- iv. place no further subcontracts or orders for materials, services, or facilities, except as ITU and the Contractor agree in writing, and terminate all subcontracts or orders to the extent they relate to the Contract;
- v. transfer title and deliver to ITU the fabricated or unfabricated parts, work in process, completed work, supplies and other material produced or acquired for Contract; deliver all completed or partially completed plans, drawings, information and other property that, if the Contract had been completed, would be required to be furnished to ITU; complete performance of the work not terminated, if any, and collaborate fully with ITU to facilitate the efficient transfer of the Contract to another provider of Goods and/or Services, if necessary; and
- vi. take any other action that may be necessary, or that ITU may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which ITU has or may be reasonably expected to acquire an interest.

5. No payment shall be due from ITU except for goods, services, or deliverables that were ordered prior to the effective date of termination and are satisfactorily performed and conform to the Contract.

6. In case of any breach of the Contract by the Contractor, ITU may deduct or set-off from any payment due to the Contractor, any diminution in value of Goods, and/or Services, or damages or additional costs incurred by ITU (including costs for cover procurement or transition), without prejudice to other remedies available under the Contract.

7. The provisions of this Section are without prejudice to any other rights or remedies of ITU under the Contract or otherwise. ITU shall not be liable for any direct or indirect consequence of any termination of the Contract, and no compensation or indemnity may be claimed by the Contractor from ITU.

8. The expiration or termination of the Contract, in whole or in part, shall not affect the continuing validity or enforceability of any provisions which by their nature are intended to survive, including but not limited to **Sections 1, 11, 12, 13, 14, 15, 16, 17, 18, 19.3-19.5, 20.3, 21, 26, and 28.6.**

23. Force majeure; other changes in conditions

1. 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 ITU 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 the Contract. The Contractor shall also notify ITU of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of the Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Section, or upon being directly affected in its fulfilment of its obligation under the Contract by an event constituting force majeure, ITU shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including: (i) the temporary suspension of the obligations in the Contract; (ii) the granting to the Contractor of a reasonable extension of time in which to perform its obligations under the Contract; and/or (iii) the termination of the Contract. ITU shall not be liable for any direct or indirect consequence of any suspension or termination of the Contract, pursuant to this Section, and no compensation or indemnity may be claimed by the Contractor. 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 the Contract, ITU shall have the right to suspend or terminate the Contract immediately.

2. Force majeure suspends only those obligations that cannot be performed due to the event. The Contractor shall (a) use all reasonable efforts to mitigate the effects, (b) continue to perform those obligations not affected, and (c) protect ITU property, Goods and/or Services against loss or deterioration.

3. Force majeure as used in this Section means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force, which are beyond the control of either Party, and which neither Party, exercising due care, is able to overcome. The following do not, by themselves, constitute force majeure: changes in market conditions, price fluctuations, shortages of materials or labour, equipment failure, cyber incidents arising from inadequate security measures, subcontractor or supplier failure, or labour disputes confined to the Contractor or its subcontractors—unless directly caused by a force majeure event as defined above.

4. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which ITU is engaged in, preparing to engage in, or disengaging from humanitarian, emergency, or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract.

24. Ethical business conduct and proscribed practices; UN sanctions

1. The Contractor warrants that no official, representative, employee or other agent of ITU has received or will be offered by the Contractor any direct or indirect benefit arising from the Contract or

any other contract with ITU or the award thereof, or for any other purpose intended to gain an advantage for the Contractor.

2. The Contractor shall refrain from any action that may generate a conflict of interest or any appearance thereof and shall immediately disclose to ITU any actual or potential conflict of interest. If ITU determines that a conflict or appearance of conflict of interest exists, the Contractor shall immediately take any corrective action necessary, as directed by ITU, failing which ITU may terminate the Contract, without prejudice to any other rights or remedies of ITU under the Contract.

3. The Contractor represents and warrants that it has complied, and shall continue to comply in the future with: (i) the UN Supplier Code of Conduct; (ii) the ten principles of the UN Global Compact; and (iii) ITU Policies against fraud, corruption, and any other unethical or proscribed practices, as amended from time to time.

4. ITU has zero tolerance towards sexual exploitation and abuse, sexual harassment and other types of abusive misconduct. The Contractor shall take all appropriate measures to prevent sexual exploitation and abuse, sexual harassment and other types of abusive misconduct by its Personnel and subcontractors. For these purposes, sexual activity with any person less than eighteen (18) years of age, regardless of local consent laws, constitutes sexual exploitation and abuse of such person. In addition, the Contractor shall take all appropriate measures to prohibit its Personnel or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favours or activities, or from engaging in any sexual activities that are exploitative or degrading to any person.

4. The Contractor represents and warrants that it has not and shall not engage in money laundering or terrorist financing and shall take all reasonable efforts to ensure that none of the funds received from ITU under the Contract are used to provide support to individuals or entities that are associated with terrorism, as included in the lists maintained by the United Nations Security Council or that are the subject of sanctions or other enforcement measures promulgated by the United Nations Security Council.

5. The Contractor represents and warrants that it is not engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

6. The Contractor represents and warrants that it does not employ or engage children in any manner inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, or with applicable national laws.

7. The Contractor shall impose equivalent obligations to those in this Section on its subcontractors and agents and shall ensure their compliance. The Contractor shall fully cooperate with ITU in any audit, review or investigation relating to this Section, including by making available relevant records and Personnel.

25. Essential terms

The Contractor acknowledges and agrees that each of the provisions in Sections **4, 6, 7, 8, 14, 16, 17, 18, 21, 24, 27** hereof constitutes an essential term of the Contract and that any breach of any of these provisions by the Contractor shall entitle ITU, in addition to and without limiting any other remedies or rights, to terminate the Contract immediately upon notice to the Contractor, without ITU bearing any liability for termination charges or any other liability of any kind.

26. Settlement of disputes

Any dispute between the Contractor and ITU arising from, or in connection with the Contract shall be settled by them directly and amicably through negotiations. In case of failure of such negotiations, the

dispute shall be settled by a sole arbitrator to be nominated at the request of either of the Parties by the Court of Arbitration of the International Chamber of Commerce (ICC). The seat of arbitration shall be Geneva, Switzerland. The language of arbitration shall be English. The arbitration shall be carried out in accordance with the Rules of Arbitration of the ICC, as at present in force. In interpreting the rights and obligations of the Parties under the Contract, the arbitral tribunal shall be guided by the substantive laws of Switzerland. The arbitrator's ruling shall be binding and final upon the Parties and any recourse against this ruling to any court or tribunal shall be excluded.

27. Privileges, immunities and facilities

Nothing in or relating to the Contract shall constitute a waiver of the privileges, immunities and facilities which ITU enjoys by virtue of the international and national laws applicable to it.

28. Miscellaneous

1. Sustainability: The Contractor will wherever possible take appropriate steps to perform its obligations in a manner that takes into account economic and social considerations, and is respectful of the environment (e.g., undertaking initiatives to promote greater environmental responsibility and encourage the development and diffusion of environmentally friendly technologies and solutions, and implementing sound life-cycle practices).

2. Entire Agreement: The Contract represents the entire agreement between the Parties and supersedes all prior proposals or agreements, written or oral, between the Parties.

3. Modifications: No amendment to the Contract shall be legally effective and binding unless agreed to in writing and signed by and between the Contractor and ITU, by persons duly authorized to do so. Any such amendment shall be annexed to and shall form an integral part of the Contract.

4. Severability: Each provision of the Contract constitutes a separate right or obligation. If any part of a provision of the Contract is declared or rendered void or unenforceable, such part shall be severed and shall not affect the validity and enforceability of the remainder of that provision and/or any other provisions of the Contract.

5. Non-waiver of rights: The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, shall not prevent subsequent enforcement of such provision, and shall not relieve the Parties of any of their obligations under the Contract.

6. Publicity; use of ITU insignia: The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with ITU or that it is furnishing Goods or Services to ITU except with ITU's prior written authorization. The name, emblem, and acronym of ITU are the sole and exclusive properties of ITU. The Contractor shall not use, and shall not permit its Personnel to use the name, emblem, or acronym of ITU without obtaining prior written authorization from ITU. ITU may publish Contractor's name, address, general information and Contract value in accordance with ITU information disclosure rules or policies, including publishing such information on the United Nations Global Marketplace (UNGM) website.

7. Electronic signatures: The Contract may be signed using electronic or facsimile signatures, in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

8. Languages: Authentic versions of these General Conditions are available in English and French. In case of inconsistency, the English version shall prevail.

9. Common Procurement Activities Group (CPAG) and Most Favoured Treatment (MFT):

- i. The Contractor acknowledges that ITU is a member of the Common Procurement Activities Group (CPAG) of the United Nations system and other international organizations. The Contractor agrees that members of CPAG may benefit from the terms and conditions of this Contract for the purchase of the same Goods and/or Services. The ITU reserves the right to disclose the terms of this Contract to other CPAG members for this purpose.
- ii. The Contractor represents and warrants that the prices and terms offered to ITU under this Contract are no less favourable than those offered to any other CPAG member for Goods or Services of substantially similar type, quality, and quantity ("Preferential Terms"). If, during the term of this Contract, the Contractor offers Preferential Terms to any other CPAG member, the Contractor shall: (a) Immediately notify ITU in writing of such Preferential Terms; and (b) Apply such Preferential Terms to this Contract, with effect from the date such terms were offered to the other CPAG member.

10. Online Publication; Incorporation by Reference; Versioning. (a) ITU may publish these General Conditions online with versioning. The Parties agree that the Applicable Version of these General Conditions is incorporated by reference as if set out in full, without requiring physical attachment. ITU may update the online General Conditions from time to time; however, such updates shall apply only to Agreements or Purchase Orders concluded after the effective date of the updated version, unless the Parties expressly agree in writing to apply an updated version to an existing Agreement. ITU shall maintain an accessible archive of prior versions and, upon request, provide a copy of the Applicable Version. In case of discrepancy between a web page and the archived PDF of the Applicable Version, the archived PDF shall prevail.

