

## **General Contract Terms and Conditions**

The General Contract Terms and Conditions, together with the Contract and Annexes, are binding to both the Commissioner (Netherlands Helsinki Committee - NHC) and the Contractor (Partner, Consultant, etc.).

### **Implementation**

#### **General**

The contractor shall implement the activities with the necessary care and transparency and shall do its utmost to achieve the results as described in the contract in a professional way.

#### **1. Personnel**

- 1.1 The Contractor will make available sufficient, experienced, qualified, trained and skilled personnel to implement the project.
- 1.2 The Contractor may temporarily or permanently replace staff who are responsible for the implementation of the project. In such a case the Contractor will inform the Commissioner.
- 1.3 In case the implementation of (part of) the project is not done by the Contractor but by a third Party or subcontractor, the Contractor is obliged to ask prior written consent from the Commissioner and ensure that Commissioner gets full access to the information, documentation and systems related to the implementation of the project. In case a third Party or subcontractor implements (part of) the project, the Contractor remains overall responsible for the project, including reporting and results.

#### **2. (Social) insurances, benefits and taxes**

The Contractor is responsible for the social insurance schemes and other insurances, benefits and taxes relating to the capital goods procured by the organization and relating to the personnel employed by the Contractor, in accordance with national laws and practices.

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#### **NETHERLANDS HELSINKI COMMITTEE**

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### **3. Employment conditions Contractor**

In the implementation of the project, the Contractor will comply with the applicable national and international legislations on employment conditions and with the collective labour agreement applicable to it and its staff. The Contractor is responsible for compliance.

### **4. Contact persons**

4.1 Both the Commissioner and the Contractor will designate a contact person who will be responsible for maintaining contact in relation to the implementation of the project.

4.2 These contact persons may represent and bind the Parties only as to the implementation of the project. They may not amend the contract.

### **5. Unforeseen circumstances**

5.1 The Parties are obliged to inform each other and to consult with each other regarding necessary adjustments to the contract, if:

- i. Such circumstances arise either with the Contractor or with the Commissioner that will seriously jeopardize or delay the implementation of the agreed contract;
- ii. Resources remain and will not be utilized anymore in accordance with the contract.

### **6. Method of notification**

Notifications from one Party to the other, including undertakings and further agreements, that are relevant to the implementation of the project, are binding only if they are given or confirmed in writing by an authorised person.

### **Relationship between the Parties**

### **7. Reporting obligations**

The Contractor will report to the Commissioner according to the narrative and financial reporting schedule mentioned in the contract.

### **8. Feedback from the NHC on reporting**

8.1 After receiving reports from the Contractor within the agreed period of time, the Commissioner will provide the Contractor with written feedback within fifteen working days.

8.2 If the Commissioner has not contacted the Contractor within fifteen working days, it will be deemed to have accepted the results.

8.3 If the Commissioner decides that the results mentioned in a report are unsatisfactory, it will notify the Contractor that they have not been accepted. Contractor will be given the opportunity to rectify this defect within max. 30 days after receiving the mentioned notification of Commissioner.

8.4 The Commissioner is not obliged to make any payment to the Contractor until the results have been formally accepted.

8.5 After receiving the final financial report, the Commissioner will provide a balance confirmation to the Contractor.

## **9 Filing of supporting documentation**

Documentation regarding the implementation of the project must be kept for at least seven years.

## **Financial Provisions**

### **10 General financial provisions**

10.1 The Contractor can only utilize the Commissioner's funds for purposes as agreed in the contract.

10.2 In the event of a change in the bank account details, as stated in the Annex Bank Details, the Contractor shall inform the Commissioner in a letter signed by two legal representatives of the Contractor or the only representative of the Contractor. The bank account has to be in the Contractor's name. An incorrect or not timely communicated change will be borne by the Contractor.

10.3 The used exchange rate is the weighted average of actual exchange rates applied by the bank at the dates of exchanging the Commissioner's contribution into the local currency or any reasonable estimate for that average. In case the determination of the exchange rate is not possible, the historic exchange rates or the average thereof, available at <http://oanda.com/currency/historical-rates> should be used and clearly referred to in any financial report.

### **11 Legal ownership of fixed assets**

All fixed assets procured by the Contractor with funds from the Commissioner for management and support shall -if possible- be registered property of the Contractor, provided they were included in the approved budget and used for the implementation of the project, unless otherwise agreed in the contract.

## **12 Payment**

- 12.1 The Commissioner will pay the Contractor the amount owing under the contract no later than 30 days of receiving the relevant narrative and financial report, provided it satisfies the contract provisions.
- 12.2 If the Commissioner fails without good reason to pay an instalment within the time stipulated in Clause 12.1., it will automatically be liable to pay: a) compensation as referred to in Article 6:96 of the Dutch Civil Code, and b) statutory interest as referred to in Article 6:119b paragraph 1 of the Dutch Civil Code. The compensation and interest will be payable on demand.

## **13 Suspension, adjustment or cancellation of payments**

- 13.1 The Commissioner is entitled to suspend, adjust or cancel payments for all current contracts with the Contractor if:
- i. after being reminded to do so by the Commissioner in writing, the Contractor as signatory to the Contract, fails to fulfil the obligations under the contract;
  - ii. the Contractor has not submitted the necessary reports as agreed upon in the contract;
  - iii. deviating practices (unless justifiably explained and approved by the Commissioner), misuse of funds and/or interest on funds (including unapproved re-allocations within the agreed budget), mismanagement, programmatic or administrative incapacity is being suspected or has been confirmed to take place within the Contractor organisation;
  - iv. the governance structure of the Contractor changes and/or certain changes occur in the representation of the Contractor in such a way that proper execution of the contract is at risk;
  - v. and for so long as long the Auditor has not issued an unqualified Auditor's statement on the financial statements of the Contractor.

In all the situations mentioned above the Contractor will be informed in writing.

## **14 Fraud and corruption**

- 14.1 If circumstances mentioned under Clause 13, are suspected or have occurred, the Contractor will be submitted to the NHC's Procedure for Malpractice. See the Annex Policy Malpractice.
- 14.2 The Contractor shall not offer nor accept, for itself or for a third Party, any kind of gift, reward, compensation or advantage that can be interpreted as an illegal or corrupt practice.
- 14.3 The Contractor is committed to take every necessary measure to prevent and remedy any fraudulent and corrupt practices inside the Contractor's organisation.

## **15 Additional financial conditions**

If a funder of the Commissioner imposes additional conditions regarding financial management (such as regarding purchases, fixed assets, use of interest and/or exchange gains, filing) these conditions will be added to the contract, and the Contractor will comply with these conditions. The added conditions will be put on paper and complements the previously agreed contract.

## **Duration of the contract**

### **16 Validity of the contract period**

16.1 The agreement takes effect on the date as mentioned in the contract. The term of the contract will be for a definite period of time, namely the duration of the project as mentioned in the contract.

16.2 Approval shall not imply any discharge from liability if the Commissioner's funds subsequently turn out to have been used for purposes other than those agreed upon in the contract.

16.3 If the implementation of the project is delayed for any reason whatsoever and the Contractor foresees that the period mentioned in the contract will not be met, the Contractor can ask for a no cost extension of the contract in writing. The no cost extension is subject to the Commissioner's written approval.

### **17 Contract termination**

17.1 Without prejudice to the other provisions of the contract, either Party may cancel the contract in full or in part by registered letter, without recourse to the courts, if the other Party is in default or compliance is permanently or temporarily impossible, unless the breach does not warrant cancellation in view of its exceptional nature or limited importance.

17.2 The Commissioner is entitled to terminate the contract without judicial intervention (with immediate effect):

- i. If the circumstances referred to under Clause 13 persist and cannot be solved;
- ii. In the event of a breach of contract, fraud, attachment, dissolution, liquidation and application for suspension of payments on the part of the Contractor.
- iii. If a situation as described in the contract arises.

Notice of termination shall be provided in writing, stating the applicable circumstances.

17.3 If the contract is terminated while there is an unspent or unaccounted balance of the Commissioner's funds at the Contractor, the latter shall return the balance to the

Commissioner's bank account, in accordance with the Procedure for Malpractice. See the Annex Policy Malpractice.

17.4 If a breach of contract, suspected fraud or other situations referred to under Clauses 13 or 14 exists to such an extent that the Commissioner considers the Contractor to be at fault or grossly negligent, the Commissioner shall be entitled to take legal or other action and to assert liability against the Contractor, or to reclaim funds and/or resources. The Contractor shall be liable for any damage that the Commissioner suffers as a result of one of the circumstances referred to in this Clause.

17.5 If one of the Parties is unable to discharge its obligations under the contract as a result of force majeure, the other Party is entitled to cancel the contract, subject to a reasonable period, in full or in part out of court by registered mail, without its action creating any entitlement to compensation, but no earlier than fifteen working days as from the date on which the circumstance that produced the force majeure arose.

17.6 Force majeure is understood as any substantial change of circumstances since the inception of the project beyond the reasonable control of a Party and which makes the Party's performance or its obligation under the Contract impossible or so impractical as to be considered effectively impossible under the circumstances. Force Majeure includes, but is not limited to war and other hostilities, a change in law, natural disasters.

## **Final conditions**

### **18 Deviations**

Deviations from specific clauses of the General Terms and Conditions are only possible with mutual written consent and should be described in the contract.

### **19 Liability**

19.1 The Contractor is responsible for all damage inflicted on the Commissioner or on third parties whether incurred by it or by third parties engaged by it in the course of the implementation of the tasks under the contract. The Contractor is also responsible for all damage to the Commissioner that is a consequence of the Contractor not or not sufficiently meeting its obligations under the contract. The Contractor has arranged for a liability insurance to cover this risk.

19.2 The NHC will not assume any liability, and the Contractor will waive all liability for the Commissioner for any claim or demand that could be issued against the Commissioner related to illness, injuries and/or decease of third parties engaged by the Contractor and/or loss of and/or damage to the belongings of third parties engaged by the Contractor, with the exception

of situations in which the claim or demand is the consequence of actions by the Commissioner.

19.3 If one of the Parties fails to discharge its obligations under the contract, the other Party may give notice of default. The defaulting Party is deemed to be immediately in default, however, if it is clear that there is no prospect whatsoever of it discharging the obligations in question within the stipulated time limit for reasons other than force majeure. The notice of default will be given in writing, and the defaulting Party will be given a reasonable period of time in which to discharge its obligations. This is a strict deadline. The defaulting Party is in default if it fails to discharge its obligations by the deadline set.

19.4 The notice of default referred to in the preceding paragraph is not required if the time limit by which the agreed Services should have been performed has been extended prior to its expiry. If the defaulting Party fails to discharge its obligations as described in the preceding paragraph by the end of the extended time limit, the defaulting Party is held to be immediately in default as from that date.

19.5 The Contractor is obligated to, in the event of damage or liability arising from the legal relationship between the Client and the Contractor, immediately assign the amounts paid out by the (business) liability insurer to the Client.

## **20 Confidentiality**

During and after the term of this contract, both Parties will keep confidential any information classified as such by each of the Parties in connection to the specific contract. Confidential information will include all information marked as being confidential and any other information, which might reasonably be assumed to be confidential and of which they know or may suspect that disclosure thereof to third parties could harm the other Party.

## **21 Data protection**

The European General Data Protection Regulation (GDPR) is applicable to all Commissioner's Contracts.

## **22 Intellectual Property rights**

22.1 Existing training materials and products owned by the Contractor and used during the execution of the contract will remain the intellectual property of the Contractor. Re-use by the Commissioner of such materials for commercial, training or other purposes, is only allowed if this is explicitly agreed upon in writing by the Contractor.

22.2 New training materials and products created and used in the frame of the execution of this contract will be the intellectual property of the Commissioner. A license for use of training

materials by the Contractor is included in the agreed contract price. Re-use by the Contractor of such materials for commercial, training or purposes other than those referred to in the previous sentence, is only allowed if this is explicitly agreed upon in writing by the Commissioner.

### **23 Use of NHC name and logo**

The Contractor may use the NHC name and / or logo implicitly or explicitly in publications (including press releases) or advertisements, or use its name as a reference only with the Commissioner's written consent.

### **24 Procedure for Complaints and Appeals**

24.1 If the Contractor believes that the Commissioner is not acting in accordance with the General Contract Terms and Conditions or contract it may, depending on the nature of the problem, submit a complaint or an objection to the Executive Director of the NHC.<sup>1</sup>

24.2 If the objection relates to a legally valid decision of the Commissioner with regard to the Contractor, the Contractor must direct a substantiated letter of objection to the Executive Director of the NHC who in turn will decide on the objection.

24.3 If an issue cannot be resolved through the complaint or objection procedure, a dispute has arisen. See Clause 25 'Dispute resolution'.

### **25 Dispute resolution**

If a dispute exists which cannot be resolved in mutual consultation, nor through the NHC complaint or objection procedure, one or more of the Parties may submit the dispute to the District Court in The Hague, the Netherlands.

### **26 Jurisdiction**

Dutch law shall exclusively apply to this contract.

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<sup>1</sup> See <https://www.nhc.nl/terms-conditions-and-policies/>