

**WORLD BANK GROUP – PURCHASE ORDER GENERAL TERMS AND CONDITIONS
GOODS & SERVICES**

August 2021

1. OFFER. The Purchase Order and these General Terms and Conditions ("PO") constitute an offer by the World Bank Group member specified in this PO ("Purchaser"), to the party to whom this PO is addressed ("Vendor") to contract for Vendor to provide to Purchaser the goods and/or services specified in this PO ("Goods" and "Services," respectively) at the price specified in this PO. Vendor's acceptance is limited to the terms and conditions of this offer and Purchaser objects to any additional or different Vendor terms. For the purpose of this PO (a) the "World Bank Group" means the International Bank for Reconstruction and Development, the Multilateral Investment Guarantee Agency, the International Finance Corporation, the International Development Association, and the International Centre for the Settlement of Investment Disputes, (b) "World Bank" means the International Bank for Reconstruction and Development, and (c) "Affiliates" means all members of the World Bank Group other than Purchaser.

2. ACCEPTANCE. This PO will be deemed accepted by Vendor upon the earlier of (a) Purchaser's receipt of a copy of this PO duly executed by Vendor; (b) Vendor's delivery of Goods or commencement of Services; or (c) Vendor's acceptance of full or partial payment for the Goods and/or Services required under this PO.

3. TIME OF DELIVERY AND PERFORMANCE. Vendor will deliver the Goods or perform the Services, as applicable, within the time period stated on this PO. Time is of the essence with respect to Vendor's obligations under this PO.

4. PACKAGING (Goods Only). Vendor will package Goods for shipment in accordance with Purchaser's instructions or, if there are no such instructions, in accordance with industry best practices ensuring that Goods shipped to Purchaser will be free of damage and using the most sustainable materials reasonably available for packaging. Vendor will include the PO number on all packaging and any associated documentation and correspondence. Purchaser reserves the right to reject any shipments deemed by Purchaser to be inadequately packaged.

5. WARRANTIES. Vendor represents and warrants that all Goods and Services delivered or performed under this PO will (a) be merchantable (Goods only); (b) be free from defects in material and workmanship; (c) be fit and sufficient for the purposes intended; (d) be in strict conformance with any applicable statements of work, terms of reference or other specifications furnished by Purchaser; (e) not infringe or misappropriate any third party rights; (f) be furnished by qualified personnel in accordance with applicable industry standards; and (g) comply with applicable laws. All warranties specified herein will be in addition to any other warranties, express, statutory, or implied. These warranties will survive Purchaser's inspection, acceptance, and payment, and Purchaser's continued use of Goods or Services after notifying Vendor of their failure to conform to this PO or of a breach of warranty will not be considered a waiver of Purchaser's right to any remedy.

6. INSPECTION, ACCEPTANCE OR REJECTION. Purchaser will have thirty (30) calendar days after receipt of Goods or performance of Services to accept or reject them as non-conforming with this PO. Rejected Goods will be returned to Vendor, transportation charges collect, or held by Purchaser for disposition at Vendor's risk and expense. If Goods delivered or Services performed are rejected, Purchaser will have the right, at Purchaser's election, to require redelivery, correction or, if applicable, a refund by Vendor. Purchaser's payment under this PO will not be deemed acceptance of any Goods delivered or Services performed hereunder. If Purchaser fails to reject the Goods or Services within thirty (30) days, the Goods or Services will be deemed accepted. Acceptance will not relieve Vendor of its warranty obligations or liability for latent defects.

7. TITLE AND RISK OF LOSS (Goods Only). Vendor represents and warrants that Vendor has title to the Goods and is fully qualified to sell, lease, or license the Goods. Title to all Goods furnished hereunder will be transferred free and clear of all liens, claims, security interests, and other encumbrances when title thereto passes to Purchaser. Title will pass to Purchaser on the earlier of the date that Purchaser (a) pays for the Goods; (b) takes delivery of the Goods; or (c) terminates this PO for default. Vendor assumes all risk of loss or damage for Goods until such time as conforming Goods have been delivered and unloaded at F.O.B. point, inspected, and accepted, in writing, by Purchaser. Notwithstanding the above, if this PO contains different terms for the passage of title or risk of loss, then such different terms will govern.

8. INVOICING AND PAYMENT. Unless otherwise stated in this PO, Vendor will invoice Purchaser for the amount due under this PO within thirty (30) days of delivery of the Goods or performance of the Services. Vendor will submit any invoice in accordance with the instructions stated in this PO. The invoice will include the PO number and, if applicable, item number, description of the Goods or Services, quantities, unit price, extended totals and remittance bank information. Unless otherwise stated in this PO, Purchaser will pay Vendor within thirty (30) days of receipt of a correct invoice. Purchaser is immune from all taxation and custom duties under its constituent treaty. Vendor authorizes Purchaser to deduct from any invoice presented in connection with this PO any erroneous allocation for taxation or duties, without prior notice to Vendor and without cost to Purchaser. Payment of such corrected invoiced amount will constitute full payment by Purchaser.

9. SETOFF. Without prejudice to any other right or remedy it may have, Purchaser reserves the right to set off at any time any amount owing to Purchaser

by Vendor against any amount payable by Purchaser to Vendor.

10. INSURANCE. Prior to the commencement of this PO, Vendor will obtain and maintain at its own expense for the duration of this PO, appropriate insurance coverage with appropriate loss limits for this PO, including any insurance required by the law of Vendor's country of incorporation or license and by the country where the work is to be performed. Upon Purchaser's request, Vendor will provide to Purchaser certificates of insurance for such coverage.

11. CONFIDENTIALITY. All information disclosed by, or on behalf of, Purchaser or any other member of the World Bank Group to Vendor, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated or otherwise identified as confidential, and all information otherwise relating to the Goods and Services to be provided under this PO ("Confidential Information") is confidential. Vendor will only use Confidential Information as necessary to deliver the Goods or perform the Services under this PO and will not disclose Confidential Information to any third party without Purchaser's express written consent. Upon Purchaser's request, Vendor will promptly return or destroy, as instructed by Purchaser, all Confidential Information. This section 11 will not apply to Confidential Information that: (a) is within the public domain; (b) was known to Vendor at the time of disclosure; or (c) is rightfully obtained by Vendor on a non-confidential basis from a third party. If Vendor is required by applicable law to disclose any Confidential Information, Vendor will immediately notify Purchaser so that Purchaser may seek, at Purchaser's expense, a protective order or other remedy, and Vendor will reasonably assist Purchaser therewith. If consulted by the news media or other third parties about this PO or the work carried out under this PO, Vendor will refer the enquiry to Purchaser for its response.

12. USE OF PURCHASER'S NAME. Vendor will not use the World Bank Group's or Purchaser's name or logo in any manner without first obtaining written consent from the World Bank Group's Chief of Corporate Procurement, except that Vendor may use Purchaser's name, only, in its customer lists or resumes without Purchaser's prior consent.

13. WORLD BANK GROUP VENDOR POLICIES AND PROCUREMENT INTEGRITY

a. Vendor will comply with the World Bank Group's Vendors Code of Conduct, Vendor Eligibility Policy, the Restrictions on Current and Former World Bank Group Staff, and all other applicable World Bank Group vendor policies (together, the "WBG Vendor Policies"), which are available upon request or at Purchaser's website: <https://www.worldbank.org/en/about/corporate-procurement/vendors>. Vendor represents and warrants that Vendor and Vendor's employees are in compliance with the WBG Vendor Policies; and have not engaged in conduct that would lead to suspension, debarment or a finding of ineligibility under the World Bank Group's Vendor Eligibility Policy.

b. Vendor will use reasonable efforts to ensure that funds paid to Vendor by the World Bank Group are not used to finance, support, or conduct terrorism.

c. Vendor expressly acknowledges and agrees to Purchaser's policies on labor, human rights, social responsibility, environmental conduct and supplier diversity as detailed in the World Bank Group's Vendors Code of Conduct.

d. The amounts payable by Purchaser under this PO constitute Vendor's and its employees' sole remuneration in connection with this PO. Neither Vendor nor any of its employees will accept for its or their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this PO, or in the discharge of its obligations hereunder.

e. A breach of this section 13 is a material breach of an essential term of this PO.

14. ON-SITE POLICIES. If any Goods or Services under this PO will be delivered or performed on Purchaser's premises, Vendor will (a) at Purchaser's request undertake, at its own expense and to the extent permitted by law, a background investigation for all employees and any subcontractors assigned to perform work at Purchaser's premises; and (b) comply with Purchaser's on-site policies and procedures, including the World Bank Group's Code of Conduct for On-Site Vendor Employees and the Security, Fire and Safety Regulations for World Bank Group Contract Employees. Access to World Bank Group premises is subject to Purchaser's approval in all cases.

15. SUBCONTRACTORS. Vendor will not delegate or subcontract any of its obligations under this PO without Purchaser's prior written consent in each case. Vendor will: (a) ensure that any subcontractors performing work under this PO comply with the terms and conditions of this PO, and (b) remain responsible and liable for the acts and omissions of any such subcontractors

16. INTELLECTUAL PROPERTY.

a. All intellectual property rights, whether registered or unregistered and including copyrights, patents, trademarks, trade secrets, know-how and moral rights, (collectively, "Intellectual Property Rights") in and to all documents, work product, and other materials that are delivered to Purchaser under this PO or prepared by or on behalf of Vendor in the course of performing the Services (collectively, the "Deliverables") will be owned exclusively by Purchaser. Vendor hereby irrevocably assigns and will cause its employees to irrevocably assign to Purchaser, in each case without

- additional consideration, all right, title and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. Vendor will cause its employees to irrevocably waive, to the extent permitted by applicable law, any and all claims such employees may now or hereafter have in any jurisdiction to moral rights or rights of droit moral with respect to the Deliverables.
- b. Notwithstanding the foregoing, Vendor and its licensors are, and will remain, the sole and exclusive owners of all right, title and interest in and to documents, data, know-how, methodologies, software and other materials provided by or used by Vendor in connection with performing any work under this PO, in each case developed or acquired by Vendor prior to the commencement of this PO (collectively, the "Pre-Existing Materials"), including all Intellectual Property Rights therein. Vendor hereby grants Purchaser and all other members of the World Bank Group a perpetual, irrevocable, worldwide, royalty-free, sublicensable, non-exclusive license to any Pre-Existing Materials to the extent incorporated in, combined with, or otherwise necessary for the use of the Deliverables for any and all purposes.
- 17. INFORMATION SECURITY POLICY.** If Vendor will access Purchaser systems or information, electronic or otherwise, Vendor will abide by the World Bank Group's Information Security Policy for Contractors available upon request and on Purchaser's website: <https://www.worldbank.org/en/about/corporate-procurement/vendors>.
- 18. PERSONAL DATA.** To the extent Vendor is required to process personal data on behalf of Purchaser under or in connection with this PO, Vendor will comply with the Personal Data Annex, which is available upon request and at Purchaser's website: <https://www.worldbank.org/en/about/corporate-procurement/vendors>.
- 19. AUDIT.** Vendor will maintain complete and accurate records relating to this PO, including records supporting all amounts invoiced under this PO, in accordance with sound and industry accepted accounting practices. Vendor will make such records available to Purchaser or Purchaser's designated representative at all reasonable times until the expiration of three (3) years after the date of the final payment, for the purpose of auditing this PO. In the event an audit determines that Purchaser has overpaid Vendor, Vendor will reimburse Purchaser, within thirty (30) days after receipt of a written request, the amount of any such overpayment.
- 20. INDEMNIFICATION.** To the fullest extent permitted by law, Vendor will indemnify and hold harmless Purchaser, its officers, directors, employees and Affiliates from and against all claims, suits, damages, and losses, including reasonable attorneys' fees and expenses and settlement amounts, arising from (a) Vendor's negligence, wrongful acts or omissions; (b) Vendor's breach of the terms of this PO; (c) any claim that the Goods or Services, or any part or use thereof, infringe a third party's intellectual property rights; or (d) any claim made by a Vendor employee or subcontractor in connection with the supply of Goods and Services under this PO.
- 21. TERMINATION FOR CONVENIENCE.** Purchaser may at any time upon written notice to Vendor terminate this PO, in whole or in part, if Purchaser determines, in its sole and absolute discretion that termination is in its interests. In the event of such termination, Vendor will be entitled to be paid for Goods delivered or Services properly performed prior to the termination date, provided, however, that: (a) such payment will not exceed the total value of this PO and (b) Vendor will promptly return to Purchaser any amount paid by Purchaser for Goods not delivered or Services not performed as of the termination date. Vendor is not entitled to, and expressly waives, payment for profit on any Goods or Services not delivered or performed as of the termination date.
- 22. TERMINATION FOR DEFAULT.** If (a) Vendor fails to deliver the Goods or perform the Services required by this PO within the time specified or in the manner required by this PO, (b) the Goods or Services do not conform, in all respects, to the requirements of this PO, (c) Vendor becomes insolvent or unable to meet its payment obligations when due, (d) Vendor breaches any representations or warranties made under this PO, or (e) Vendor otherwise breaches any material obligation under this PO, Purchaser may terminate this PO for default. Purchaser may, but is not required to, provide Vendor an opportunity to cure such default. If Purchaser terminates for default, and without prejudice to any other rights or remedies, Vendor will (y) promptly return to Purchaser any amount paid by Purchaser for Goods not delivered or Services not performed as of the effective date of the termination, and (z) be liable to Purchaser for any excess costs Purchaser incurs in connection with re-procuring the Goods and Services.
- 23. CONSEQUENTIAL DAMAGES.** Neither party will have any liability under this PO for indirect, incidental, special, punitive, or consequential damages, provided that this limitation will not apply to liability arising out of (a) fraud or intentional misconduct or (b) Vendor's indemnification obligations.
- 24. ASSIGNMENT.** Vendor will not assign this PO or any monies due or to become due to it hereunder without Purchaser's prior written consent. Purchaser may, at its sole option and without Vendor's consent, assign this PO to any other member of the World Bank Group.
- 25. DISPUTES.** Any dispute, controversy or claim arising out of or relating to this PO, or the breach, termination, or invalidity of this PO, will be settled exclusively by arbitration in accordance with the UNCITRAL Arbitration Rules. The seat of the arbitration will be Washington, D.C., USA. Any resulting arbitral decision will be final and binding. Pending final resolution of any claim, dispute, or action arising under or related to this PO, Vendor will, if requested by Purchaser, proceed diligently with the performance of this PO. This PO will be governed by and construed in accordance with the UNIDROIT Principles of International Commercial Contracts (2016).
- 26. FORCE MAJEURE.** Neither party will be liable for a failure or delay in performance of its obligations under this PO to the extent caused by unforeseen circumstances beyond its reasonable control, including acts of God, natural disasters, terrorism, riots, or war. For the avoidance of doubt, insufficiency of funds, financial distress, changes in market prices or conditions, or other forms of hardship will not constitute unforeseen circumstances beyond a party's reasonable control.
- 27. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE.** This PO, together with any Purchaser documents referenced in this PO, constitutes the sole and entire agreement of the parties with respect to the subject matter of this PO, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations, warranties, and communications, both written and oral, with respect to such matters. This agreement expressly excludes and prevails over any of Vendor's general terms and conditions of sale or any other document issued by Vendor in connection with this PO. In the event of a conflict in the documents that comprise this agreement, any specific terms on the face of this PO and these General Terms and Conditions will govern.
- 28. MODIFICATIONS.** Purchaser may issue written changes to this PO. Such written changes will constitute offers and will be deemed accepted by Vendor in accordance with section 2 above. No modification of this PO will be valid unless in writing and signed by an authorized representative of Purchaser. Vendor may not change any aspect of this PO without Purchaser's prior written consent.
- 29. SEVERABILITY.** If any provision of this PO is invalid, illegal or unenforceable, the remaining provisions of this PO will remain in full force and effect.
- 30. NOTICES.** All notices, consents, claims, demands, waivers, and other communications hereunder must be in writing, include the PO number, and be addressed (a) if to Purchaser, via email to World Bank Group at corporateprocurement@worldbank.org, and (b) if to Vendor, to Vendor at the address or email address set forth in this PO. Any notices or other communications to Purchaser in connection with sections 22 or 25 of this PO must also be sent, via email, to legal-notices@worldbank.org.
- 31. LANGUAGE.** This PO is executed in English, which is the binding and controlling language for all matters relating to the meaning or interpretation of this PO.
- 32. RIGHTS AND BENEFITS EXTEND TO THE WORLD BANK GROUP.** Any benefits or rights, including any licenses, provided or granted by Vendor to the Purchaser under this PO will be deemed benefits and rights of all members of the World Bank Group.
- 33. NO THIRD PARTY BENEFICIARIES.** Except as set out in section 32 above, this PO is for the sole benefit of the parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever.
- 34. NO WAIVER.** Any waiver of rights under this PO must be express and in writing. Neither party will be considered to have waived any rights by not exercising, or delaying the exercise of, such rights under this PO.
- 35. NO AGENCY.** This PO does not create any agency, partnership, or joint venture between the parties, nor does it create a relationship of employer and employee between Purchaser and Vendor or between Purchaser and any of Vendor's employees.
- 36. SURVIVAL.** Any provisions of this PO which by their nature should apply beyond the term of this PO will remain in force after any termination or expiration of this PO including the following sections 11 (Confidentiality), 12 (Use of Purchaser's Name), 18 (Personal Data), 19 (Audit), 20 (Indemnification), 25 (Disputes), 30 (Notices), 37 (Preservation of Immunities).
- 37. PRESERVATION OF IMMUNITIES.** Nothing herein constitutes a limitation upon or a waiver of the privileges and immunities of Purchaser or any other member of the World Bank Group, which privileges, and immunities are specifically reserved.