

**GGGI  
STANDARD CONTRACT  
TEMPLATES**

## SERVICE CONTRACT

This service contract (the “Contract”) is entered into on [insert date] between the Global Green Growth Institute, an international organization with its headquarters at 19F Jeongdong Bldg., 21-15, Jeongdong-gil, Jung-gu, Seoul 100-784, Korea (hereinafter referred to as “GGGI”) and [name of company] with its principal office at [address including country] (hereinafter referred to as the “Service Provider”, and together with GGGI, each a “Party” and collectively the “Parties”).

WHEREAS GGGI desires to engage the services of the Service Provider on the terms and conditions hereinafter set forth; and

WHEREAS the Service Provider is ready and willing to accept this Contract with GGGI on the said terms and conditions;

NOW, THEREFORE, the Parties hereby agree as follows:

### Article 1. Nature of Services

The Service Provider shall perform the services as described in Annex A (the “Services”), which forms an integral part of this Contract.

### Article 2. Term

The Service Provider shall commence the Services on [date] and shall complete the Services on or before [date].

### Article 3. Payment

(a) GGGI shall pay the Service Provider for the Services satisfactorily performed in accordance with the Contract a total amount of [insert amount] (the “Services Fee”).

(b) Upon approval by GGGI of satisfactory provision of the Services in accordance with Annex A, and submission of an appropriate invoice in accordance with Annex B “Rules for the Preparation of Invoices,” the Services Fee shall be paid in US dollars [in a lump sum upon completion of the Services / on a monthly basis (or different intervals) / in accordance with the following payment schedule:

#### Payment Schedule:

1<sup>st</sup>: (...)  
2<sup>nd</sup>: (...)  
3<sup>rd</sup>: (...)]

(c) The Service Provider shall have sole responsibility for (i) the payment of all taxes, including any indirect taxes and value-added taxes (VAT) arising out of or in connection with the Services or the Contract, whether paid as part of the Services Fee or not, and (ii) the filing of any required tax returns or other information related thereto with the relevant tax authorities. If any tax must be paid by GGGI on account of any payment hereunder, the amount of any such tax shall be deducted from the amount payable by GGGI to the Service Provider.

(d) Payment shall be made to the following account of the Service Provider:

Name of account holder:  
Account number:  
Name of Bank:  
Address of Bank:  
Routing Number:  
Swift Code:

**BIC (international bank code):**

**Article 4. Notices and Requests**

Any notice or request under this Contract shall be in writing. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand, mail, cable, e-mail or fax to the party to which it is required to be given or made at such party's address specified below:

For GGGI:	Global Green Growth Institute 19F Jeongdong Bldg., 15-5 Jeong-dong, Jung-gu, Seoul, Republic of Korea Attention: [operation leader] Fax Number: [fax_nr] E-mail: [Email]
For the Service Provider:	Address: [address] Attention: [operation leader] Fax Number: [fax_nr] E-mail: [email]

**Article 5. Rights and Obligations of the Service Provider**

The rights and obligations of the Service Provider are strictly limited to the terms and conditions of the Contract, including the General Conditions of Contract attached as Annex C, which together with Annexes A and B form an integral part of the Contract. Accordingly, the Service Provider shall not be entitled to any payment except as expressly provided in the Contract.

**Article 6. Effectiveness**

This Contract shall become effective upon due execution by both parties and shall continue in full force and effect until the earlier of (i) the completion of the Services and all payments therefor, or (ii) termination of the Contract in accordance with Clause G-11 of the General Conditions of Contract.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract.

**GLOBAL GREEN GROWTH INSTITUTE**

**SERVICE PROVIDER**

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**TERMS OF REFERENCE**

## RULES FOR THE PREPARATION OF INVOICES

The following points shall be observed when submitting invoices for payment.

- **All invoices shall be addressed and sent to:**

**Sivabalan Muthusamy**  
**Deputy Director**  
**Finance Team**  
Global Green Growth Institute  
19F Jeongdong Bldg., 15-5 Jeong-dong  
Jung-gu, Seoul, Republic of Korea

- The name of Operation Leader (see Article 4 of this Contract) shall be quoted on the invoice.
- Invoices must be prepared in English and shall be marked to show the Service Provider's business address, invoice number and date. The name and telephone number of a person who may be contacted in case of need to raise queries shall be quoted on the invoice.
- Invoice payments will be made by direct transfer to the bank account referred to in Article 3 of this Contract.
- Full details of the bank account, where payment shall be made, as set out in the Contract must be supplied on the invoices, including currency of the account.
- Period during which the Services were performed must be stated.
- If applicable, a numbered list detailing each reimbursable item shall be submitted, with correspondingly numbered original receipts for each item attached.
- GGGI will only make payments after the original signed copy of this Contract has been returned to the GGGI's Finance Team and only on submission of original invoices and original supporting receipts, vouchers or other evidence (no faxes or copies shall be acceptable).
- If applicable, for reimbursement of air travel costs, original ticket stubs (or boarding cards) and travel agency receipts must be submitted.
- Exchange rates for reimbursable expenses will be calculated using the prevailing rates available in the GGGI financial system.
- Any change to this Contract necessitating an amendment to this Contract should be completed prior to submission of an invoice.
- Each invoice shall provide the relevant invoice in relation to the total payment schedule, i.e. by presenting the full payment schedule: (i) what has been paid so far, (ii) this payment ("interim bill"), and what remains to be paid under the Contract.
- The last of the invoices (or, as the case may be, the only invoice) issued by the Service Provider for the Services shall be called the "Final Invoice" and shall be indicated as such. The Final Invoice shall not be issued until all the Service Provider's obligations for performing the Services have been satisfactorily fulfilled. The "Final Invoice" must be submitted within three months of the completion of the Services.

## GENERAL CONDITIONS OF CONTRACT

### G-1. INSPECTION AND AUDIT BY GGGI

The Service Provider shall permit GGGI or its designated representative(s), upon reasonable notice, periodically during and after the term of the Contract to inspect the Service Provider's accounts and records relating to the performance of this Contract and make copies thereof and to have them audited by auditors appointed by GGGI, if so required by GGGI.

### G-2. SERVICE PROVIDER'S LIABILITY AND INDEMNITY

- (a) The Service Provider shall be liable for and indemnify and hold harmless GGGI, its directors, officers, employees and agents in respect of:
- 1) any act or omission, whether negligent, tortuous or otherwise, of the Service Provider, its directors, officers, employees, subcontractors or agents relating to or arising from the provision of the Services or the matters contemplated in this Contract;
  - 2) any breach by the Service Provider, its directors, officers, employees, subcontractors or agents of any of the Service Provider's obligations under this Contract;
  - 3) any death or injury to a person resulting from the Service Provider's, its directors', officers', employees', subcontractors' or agents' negligence or recklessness;
  - 4) any infringement or alleged infringement by the Service Provider or its directors, officers, employees, subcontractors or agents of any patent, copyright, registered design, trade mark right, trade secrets or any other intellectual property rights of any third party (an "Intellectual Property Infringement"); or
  - 5) any failure of the Service Provider, its directors, officers, employees, subcontractors or agents to comply with any applicable law, rule or regulation.
- (b) The Service Provider shall indemnify, hold harmless and, subject to GGGI's privileges and immunities, defend GGGI, against all claims, damages, costs (including legal costs), expenses, taxes, penalties, liabilities, proceedings and losses arising from, out of or in connection with Clause G-2(a) 1) or 2) up to an amount equal to the greater of professional liability insurance proceeds or the Services Fee stipulated in the Contract, except that such ceiling shall not apply to actions, claims, losses or damages caused by the Service Provider's or its employees' reckless conduct or fraudulent behavior.
- (c) The Service Provider shall fully indemnify, hold harmless and, subject to GGGI's privileges and immunities, defend GGGI, against all claims, damages, costs (including legal costs), expenses, taxes, penalties, liabilities, proceedings and losses arising from, out of or in connection with Clauses G-2 (a) 3), 4) or 5).
- (d) In respect of the indemnification referred to in Clause G-2(a) 4), GGGI shall provide the Service Provider with notice of any Intellectual Property Infringement forthwith upon becoming aware of the same.

### G-3. INTELLECTUAL PROPERTY AND USE OF FINAL REPORT AND GGGI NAME

- (a) GGGI shall retain ownership of all work products and results of the Services and all related intellectual property rights and other proprietary rights.

- (b) Any improvement or design made or process or information discovered or copyright work produced by or on behalf of the Service Provider in connection with or relating to the Services (whether capable of being patented or registered or not) shall be original work and shall forthwith be disclosed to GGGI and shall belong to and be the absolute property of GGGI. If and whenever required to do so by GGGI, the Service Provider shall at the expense of GGGI apply to join with GGGI in applying for patent letters or other protection or registration in any part of the world for any such invention, improvement, design, process, information or work as aforesaid, and shall at GGGI's expense do all things necessary for vesting the said patent letters or other protection or registration when obtained and all right title and interest to and in the same in GGGI absolutely and as a sole beneficial owner.
- (c) During the term of this Contract and for the purpose of the objectives of the Services, GGGI will grant a limited license to use its name and trademarks to the Service Provider so that any work products arising out of the Services shall be distributed, printed and published under the name and trademarks of GGGI.

**G-4. CONFIDENTIAL INFORMATION AND UNAUTHORIZED COMMITMENT OF GGGI**

- (a) Both parties agree to respect each other's interest in maintaining the confidentiality of information. "Confidential Information" means: any information identified as confidential or proprietary by either party, or that ought reasonably under the circumstances to be treated as confidential or proprietary. Each party shall hold all Confidential Information provided to it by the other party in confidence and shall treat such Confidential Information with the same degree of care that it uses to protect its own Confidential Information, which must be no less than a reasonable degree of care. Each party shall also cause its employees, agents or sub-contractors to protect such Confidential Information at least at the same level of protection that is required under this provision. Either party may publicly disclose Confidential Information only after obtaining the written permission signed by an officer of the other party. Either party may disclose Confidential Information to the extent required by law or judicial order, if the prior written notice of such disclosure is furnished to the other party as soon as possible in order to afford the other party an opportunity to seek a protective order.
- (b) Except with the prior written consent of GGGI, the Service Provider shall, and shall cause Service Provider's employees, agents or sub-contractors to, refrain from using such above information for the Service Provider's employees', agents' and sub-contractors' own purposes. The Service Provider shall not have authority to commit GGGI in any way whatsoever, and shall make this clear as circumstances require.

**G-5. INSURANCE**

- (a) Except as may be expressly provided herein, any insurance of GGGI will not apply to the Service Provider, its employees or any permitted subcontractor used by the Service Provider. All types of insurance are the sole responsibility of the Service Provider who shall ensure that appropriate cover is in place before starting to perform the Services. GGGI reserves the right to require evidence that the Service Provider has taken out the necessary insurance.
- (b) The Service Provider shall maintain at its own cost a comprehensive insurance policy including without limitation professional liability insurance in respect of any liability which may arise under Clause G-2 or any other provision of this Contract, and shall ensure that the minimum amount of cover per claim under such policy shall not be less than the Services Fee stipulated in the Contract. Upon signing this Contract, the Service Provider shall provide GGGI with a copy of the certificate of insurance evidencing the Service Provider's satisfaction of the requirements hereunder and allow GGGI to inspect such document. However, neither inspection nor receipt of such certificate of insurance shall constitute acceptance by GGGI of the terms therefor nor a waiver of the Service Provider's obligations hereunder.
- (c) The Service Provider shall be responsible for appropriate insurance coverage and for assuring that any employees and subcontractors that it uses also maintain adequate insurance coverage. At GGGI's

request, the Service Provider shall promptly provide evidence to GGGI showing that such insurance has been taken out, maintained and that the current premium has been paid:

- i) in the event the Service Provider's employees are using owned, or leased vehicles in carrying out Services under this Contract in the country of assignment, adequate motor vehicle insurance cover in accordance with local standards; and
- ii) workers' compensation and employer liability insurance, or their equivalents, in respect of the Service Provider and its employees, in accordance with the provisions of applicable law, covering work activity in the jurisdiction(s) where work is to be carried out, and during the course of travel, as well as, with respect to such employees, any life, health, accident, travel or other insurance as may be appropriate.

#### **G-6. GENERAL COVENANTS**

The Service Provider covenants and agrees that:

- (a) During the term for the provision of services, the Service Provider and its employees shall devote the appropriate time and attention to the performance of the Services and shall at all times act with due diligence and efficiency in providing the Services described in the Contract.
- (b) At all times, the Service Provider and its employees shall act with appropriate propriety and discretion and, in particular, shall not make any public statement concerning the GGGI or the Services without the prior approval of GGGI. The Service Provider and the employees shall refrain from engaging in any unreasonable political activity.
- (c) The Service Provider and its employees shall immediately inform GGGI of any accident, injury or damage to the property of GGGI or to the property or person of any third parties occurring in or arising out of the performance of the Services and any act, matter or thing which within the knowledge of the Service Provider and its employees may have caused such accident or injury. The Service Provider and its employees shall also report immediately to GGGI any circumstances or events which might reasonably be expected to hinder or prejudice the performance of the Services.
- (d) The Service Provider shall not assign or subcontract this Contract or any part thereof except with the prior consent in writing of GGGI and only to a firm or a person approved by GGGI.
- (e) The Service Provider shall ensure that no circumstances arise during the term for the provision of Services in which any interest of the Service Provider or its employees or any services or other real or potential benefits which the Service Provider or its employees may render to third parties conflict or might conflict with the Service Provider's performance or activities under this Contract.
- (f) The Service Provider shall respect and abide by all applicable laws, regulations, administrative rules and guidance of the country of the assignment and of GGGI.
- (g) The Service Provider shall establish an internal mechanism for its employees, subcontractors, agents or independent contractors ("Service Provider's personnel") to report any harassment or sexual harassment, as defined in the GGGI Code of Conduct which shall be available to the Service Provider upon request, committed by any staff member of GGGI against the Service Provider's personnel. The Service Provider shall communicate such report to GGGI.
- (h) The Service Provider shall ensure that fundamental rights as guaranteed by the International Labour Organization's core conventions are complied with where relevant.



#### **G-7. CORRUPT AND FRAUDULENT PRACTICE**

GGGI, without prejudice to any other remedy for breach of contract may, by written notice, terminate this Contract if in its judgement, the Service Provider has engaged in corrupt, fraudulent, coercive or collusive practices in competing for or in executing this Contract. For the purposes of this Clause:

“corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party in connection with the selection process or in the Contract execution in order to obtain or retain business or other improper advantage in the conduct of business.

“fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

“coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party in connection with the selection process or in the Contract execution in order to obtain or retain business or other improper advantage in the conduct of business.

“collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party, and includes any arrangements among the service providers (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GGGI of the benefits of free and open competition.

#### **G-8. SOCIALLY RESPONSIBLE AND ENVIRONMENTALLY SAFE PRACTICE**

- (a) The Service Provider undertakes to commit to the principles of the UN Supplier Code of Conduct ([http://www.un.org/depts/ptd/pdf/conduct\\_english.pdf](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)), including the UN Global Compact (<http://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/index.html>).
- (b) The Service Provider shall make its best effort in good faith to refrain from any act or omission that would be environmentally harmful during the performance of the Services, and ensure that any act, result or occurrence related to, arising out of or in connection with the Services, or this Contract, is not environmentally harmful. The Service Provider shall at all times be in compliance with all environmental, health and safety laws of relevant jurisdictions, and observe any applicable international environmental, health and safety conventions and agreements, in connection with or during the performance of the Services, or this Contract.

#### **G-9. FORCE MAJEURE**

- (a) For purpose of this Contract, the term "Force Majeure", as employed herein shall mean acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions, and any other similar events, not within the control of either party and which by the exercise of due diligence neither party is able to overcome.
- (b) If either party is temporarily unable as a result of an event of Force Majeure to meet any obligations under this Contract, such party shall give to the other party written notice of the event within fourteen (14) days after its occurrence.
- (c) The parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

- (d) Neither party shall be liable to the other party for loss or damage sustained by such other party arising from any event of Force Majeure or delays arising from such event.
- (e) During any period of the Service Provider's inability to perform the Services in whole or in part, as a result of an event of Force Majeure, GGGI, in its sole discretion, may determine whether or not the Service Provider shall be entitled to continue to be paid under the terms of this Contract and reimbursed for additional costs reasonably and necessarily incurred by them during such period and in reactivating the Services after the end of such period.

#### **G-10. RELATIONSHIP OF THE PARTIES**

The Service Provider shall have the legal status of an independent contractor vis-à-vis GGGI, and the Service Provider's employees shall not be regarded, for any purposes, as staff members of GGGI under the GGGI Staff Regulations and Rules. Nothing contained in these Conditions or in this Contract shall be construed as establishing or creating any relationship other than that of independent contractor between GGGI on the one part and the Service Provider and its employees on the other part.

#### **G-11. TERMINATION AND TERMINATION PROCEDURES**

- (a) If either party fails to carry out its obligations under this Contract or materially breaches any of its obligations under this Contract, the non-breaching party may terminate this Contract immediately if the breaching party fails to cure such failure or breach within 14 calendar days after having received written notice by the non-breaching party of the breach or default.
- (b) GGGI may terminate this Contract immediately by notice if any of the following cases takes place:
  - 1) If at any time in the opinion of GGGI whether for reasons of health or otherwise, the Service Provider is unable to perform or to complete the Services in an adequate manner;
  - 2) the Service Provider fails to commence the Services past the scheduled date without any justifiable ground;
  - 3) the Service Provider fails, or is unlikely, to complete the Services within the term for provisions of Services for any reason imputable to the Service Provider;
  - 4) GGGI has determined in its reasonable judgment that the Service Provider is in breach of, or incapable to perform, this Contract;
  - 5) the Service Provider's employees engage in misconduct that is likely to bring GGGI into disrepute;
  - 6) Force Majeure event, as defined in Clause G-9 above, has blocked the performance of Contract, in which case the termination will be in accordance with Clause G-9 of the General Conditions;  
or
  - 7) Other incidents not imputable to the Service Provider have made the performance of this Contract extremely difficult.
- (c) Upon receipt of notice of termination by GGGI as above, the Service Provider shall take immediate steps to terminate the Services in a prompt and orderly manner to reduce losses and to keep further expenditures to a minimum. If this Contract is for a fixed-fee or lump sum, the Service Provider shall be entitled to the proportion of the Services Fee which represents the value to GGGI of work completed or Services provided by the Service Provider under this Contract up to the date of termination.

- (d) Upon termination of this Contract by GGGI (unless such termination shall have been caused by the default of the Service Provider), the Service Provider shall be entitled to be reimbursed in full for such fees and expenses as have been duly incurred prior to the date of such termination. The Service Provider shall also be entitled to unavoidable reasonable costs incidental to the orderly termination of the Services, only if such costs are approved by GGGI in advance. For avoidance of any doubt, the Service Provider shall be entitled to receive no other or further payment. Insofar as such incidental costs concern fees and ancillary expenses in respect of termination of this Contract by GGGI, these shall be deemed avoidable unless the Service Provider can prove to the satisfaction of GGGI that the incurring of such costs beyond the date of termination was unavoidable.
- (e) In no event shall any payments provided for in this Clause exceed the Services Fee.

#### **G-12. LANGUAGE**

English shall be the sole language under this Contract and, except as otherwise agreed or required by GGGI, all communication, documentation and reports under this Contract shall be prepared and presented in the English language. In any dispute over language, the English version shall prevail.

#### **G-13. EQUIPMENT**

- (a) Title to any equipment and supplies that may be furnished by GGGI shall rest with GGGI and any such equipment shall be returned to GGGI at the conclusion of this Contract or when no longer needed by the Service Provider. Such equipment, when returned to GGGI, shall be in the same condition as when delivered to the Service Provider, subject to normal wear and tear. The Service Provider shall be liable to compensate GGGI for equipment determined to be damaged or degraded beyond normal wear and tear.
- (b) Unless otherwise stated, any equipment purchased by the Service Provider under this Contract shall be disposed of at the end of this Contract at the discretion of GGGI.

#### **G-14. MISCELLANEOUS**

- (a) Amendments and Waivers: No modification, alteration or amendment of this Contract and no waiver of any provision hereof may be made unless such modification, alteration, amendment or waiver is set forth in writing signed by the parties hereto.
- (b) Sole Contract: This Contract, including all attachments and annexes hereto, constitutes the sole agreement of the parties relating to the subject matter hereof and supersedes all oral negotiations and prior writings with regard to the subject matter hereof.
- (c) Severability: If one or more provisions of this Contract are held to be unenforceable under applicable law, the parties will renegotiate such provisions in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision then (i) such provision will be excluded from this Contract, (ii) the balance of this Contract will be interpreted as if such provision were so excluded and (iii) the balance of this Contract will be enforceable in accordance with its terms.
- (d) Counterparts: This Contract may be executed in several counterparts, each of which is deemed an original, but all of which together will constitute one and the same instrument.
- (e) Advice of Counsel: Each party acknowledges that, in executing this Contract, such party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Contract. This Contract must not be construed against any party by reason of the drafting or preparation hereof.

- (f) Survival of Clause: All terms and provisions of this Contract, including any annexes, which by their nature are intended to survive any termination or expiration of this Contract, shall so survive.
- (g) Exclusion of Third Party Rights: A person who is not a party to this Contract has no rights under any contract law of any jurisdiction or otherwise to enforce any term of this Contract in his/her or its favour except that legally recognised successors or permitted assignees shall be deemed to be a party to this Contract.
- (h) Cumulative Remedies: The rights, powers and remedies of GGGI under this Contract are cumulative and in addition to and not in substitution for any rights, power or remedy that may be available to GGGI at law or in equity.
- (i) Time is of the Essence: Time is of the essence under this Contract.

#### **G-15. DISPUTE SETTLEMENT**

- (a) The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof.
- (b) If the Parties fail to settle any such dispute amicably within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, then the Parties agree that any such dispute shall be settled by arbitration in accordance with the United Nations Commission on International Trade (UNCITRAL) Arbitration Rules as at present in force. The appointment authority for such arbitration shall be the International Chamber of Commerce International Court of Arbitration. The number of arbitrators shall be three. The language to be used in the arbitral proceedings shall be English. The Parties agree to be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute. The arbitral tribunal shall have no authority to award punitive damages, nor to award interest in excess of five (5) per cent, and any such interest shall be simple interest only. The place of arbitration shall be Seoul, Republic of Korea.
- (c) Nothing in or relating to this Contract shall be construed as a waiver, renunciation or modification by GGGI of any immunities from suit or enforcement measures that it may enjoy under any international and national laws, any agreement between any parties or any international convention or customary international law.

#### **G-16. APPLICABLE LAW**

This Contract and any agreement to arbitrate under Clause G-15 shall be governed by the UNIDROIT Principles of International Commercial Contracts 2010.

**CONTRACT FOR THE CONSULTING SERVICES OF A  
COMPANY/ORGANIZATION/INSTITUTION**

This Contract for the consulting services of a company/organization/institution (the “Contract”) is entered into on [insert date] between the Global Green Growth Institute, an international organization with its headquarters at 19F Jeongdong Bldg., 21-15, Jeongdong-gil, Jung-gu, Seoul 100-784, Korea (hereinafter referred to as “GGGI”) and [name of company/organization/institution] with its principal office at [address including country] (hereinafter referred to as the “Consultant”, and together with GGGI, each a “Party” and collectively the “Parties”).

WHEREAS GGGI desires to engage the services of the Consultant on the terms and conditions hereinafter set forth; and

WHEREAS the Consultant is ready and willing to accept this Contract with GGGI on the said terms and conditions;

NOW, THEREFORE, the Parties hereby agree as follows:

**Article 1. Nature of Services**

During the term of the Contract the Consultant shall make available for the [project title] (the “Project”) the experts (the “Experts”) and other participants named in the “Project Plan” (Annex A) who shall perform the services (the “Services”) described in Annex A to this Contract. Except as GGGI may otherwise agree, the Consultant shall provide the work, findings or reports as set out in Annex A in accordance with Clause G-1 of Annex C “General Conditions of Contract.”

**Article 2. Duration**

The Consultant shall provide the Services starting on [date] (the “Start Date”) and ending on or before [date] (the “End Date”). The above period of time shall be referred to as the “Term of Engagement.”

**Article 3. Monitoring and Evaluation**

(a) GGGI will conduct periodic reviews, at least [insert number] times during the Term of Engagement, either in person or via video or telephone conference, to which representatives of the beneficiary governments may be invited to attend.

(b) GGGI will conduct independent reviews on the quality and progress of the Project before making payment in accordance with Article 4.

(c) The Consultant shall incorporate all comments and corrections that GGGI requests in the course of independent reviews in accordance with Clause G-1 of the General Conditions of Contract.

**Article 4. Payment**

(a) GGGI shall pay the Consultant for the Services satisfactorily performed during the Term of Engagement in accordance with the Contract, up to a maximum amount of [insert amount] or its equivalent (the “Maximum Contract Amount”). Total payments, including fees, expenses, VAT and other taxes and any other payment, to the Consultant under this Contract shall not exceed the Maximum Contract Amount.

(b) Payments will be made in accordance with the “Payment Schedule” provided in Annex B. Prior to disbursement, GGGI will conduct a review of the progress of the Project and provide comments to the Consultant for improvements, if any, so that such comments will be incorporated in the next stage of the Project.

(c) Invoices must be prepared in accordance with the “Rules for the Preparation of Invoices” provided in Annex B in USD or another currency agreed to by GGGI.

(d) The Consultant will use all remuneration for the purpose of undertaking the Project described in Annex A. The remuneration will not be used for any other purpose without the prior written consent of GGGI. The Consultant must return to GGGI any portion of remuneration not committed to the Project purposes.

(e) Any changes in the Services of the Project, scheduled expenses or payments listed in the “Detailed Project Budget and Payment Schedule” (Annex B) will require the prior written approval of GGGI.

(f) The Consultant shall have sole responsibility for (i) the payment of all taxes, including any indirect taxes and value-added taxes (VAT) arising out of or in connection with the Services or the Contract, whether paid as part of the Maximum Contract Amount or not, and (ii) the filing of any required tax returns or other information related thereto with the relevant tax authorities. If any tax must be paid by GGGI on account of any payment hereunder, the amount of any such tax shall be deducted from the amount payable by GGGI to the Consultant.

(g) Payment shall be made to the following account of the Consultant:

Name of account:  
Account number:  
Name of Bank:  
Address of Bank:  
Routing Number:  
Swift Code:  
BIC (international bank code):

#### **Article 5. Notices and Requests**

Any notice or request under this Contract shall be in writing. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand, mail, cable, e-mail or fax to the party to which it is required to be given or made at such party's address specified below:

For GGGI:	Global Green Growth Institute 19F Jeongdong Bldg., 15-5 Jeong-dong, Jung-gu, Seoul, Republic of Korea Attention: [operation leader] Fax Number: [fax_nr] E-mail: [Email]
For the Consultant:	Address: [As per the Consultant's address above] Attention: [operation leader] Fax Number: [consultant_fax_nr] E-mail: [consultant_email]

#### **Article 6. Rights and Obligations of the Consultant**

The rights and obligations of the Consultant are strictly limited to the terms and conditions of the Contract, including the General Conditions of Contract attached as Annex C, which together with Annexes A and B form an integral part of the Contract. Accordingly, the Consultant shall not be entitled to any payment except as expressly provided in the Contract.

#### **Article 7. Effectiveness**

This Contract shall become effective upon due execution by both parties and shall continue in full force and effect until the earlier of (i) the completion of the Services and all payments therefor, or (ii) termination of the Contract in accordance with Clause G-15 of the General Conditions of Contract.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract.

**GLOBAL GREEN GROWTH INSTITUTE**

**CONSULTANT**

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**The Project Plan**



**Detailed Project Budget and Payment Schedule****(i) Staffing and Breakdown of Costs**

[insert currency]

**1. Fees:**

Name of Expert	Job Title	Working Period	Total Number of Person-days (or other time unit)	Expert Rate per Day (or other time unit)	Total Amount
<b>Total</b>					

**2. Expenses:**

Travel	[description]	[amount]
Visas		
Air Travel		
Local Travel		
Accommodation		
Subsistence Allowance		
Communications		
Equipment Purchase		
Printing & Publications		
Interpretation		
Other Expenses		
<b>Total</b>		

**3. Contingencies:** (utilisation only after prior approval in writing by GGGI)

[insert amount]

**4. VAT**

[insert amount]

**MAXIMUM CONTRACT AMOUNT** (contract ceiling amount)[insert amount  
mentioned in Article  
4(a)]

Invoices must be prepared according to the attached Rules for the Preparation of Invoices. GGGI shall not be responsible for delays in paying invoices if the Consultant's invoices do not comply with the attached Rules.

**(ii) Payment Schedule**

- (1) 30% of the Maximum Contract Amount upon submission by the Consultant of the **inception report** fully reflecting and incorporating GGGI's comments and suggestions and an appropriate invoice made in accordance with Annex B;
- (2) 30% of the Maximum Contract Amount upon submission by the Consultant of the **interim report** fully reflecting and incorporating GGGI's comments and suggestions; an appropriate invoice made in accordance with Annex B; and a financial plan detailing intended use of the second payment of 30% of the Maximum Contract Amount under this provision and the final payment of 40% of the Maximum Contact Amount under (3) below; and
- (3) 40% of the Maximum Contract Amount upon submission by the Consultant of all deliverables, outputs and results of the Project and the Contract, including the **final report** fully reflecting and incorporating GGGI's comments and suggestions subject to Article 3 and 4 of the Contract, and the final invoice made in accordance with Annex B.

### **(iii) Rules for the Preparation of Invoices**

The following points shall be observed when submitting invoices for payment.

- **All invoices shall be addressed and sent to:**

**Sivabalan Muthusamy**  
**Deputy Director**  
**Finance Team**  
Global Green Growth Institute  
19F Jeongdong Bldg., 15-5 Jeong-dong  
Jung-gu, Seoul, Republic of Korea

- The name of Operation Leader (see Article 5 of this Contract) shall be quoted on the invoice.
- Invoices must be prepared in English and shall be marked to show the Consultant's business address, invoice number and date. The name and telephone number of a person who may be contacted in case of need to raise queries shall be quoted on the invoice.
- Invoice payments will be made by direct transfer to the bank account referred to in Article 4 of this Contract.
- Full details of the bank account, where payment shall be made, as set out in the Contract must be supplied on the invoices, including currency of the account.
- Period during which the Services were performed must be stated.
- Invoices shall be itemised in the order set out in Annex B.
- A numbered list detailing each reimbursable item shall be submitted, with correspondingly numbered original receipts for each item attached.
- GGGI will only make payments after the original signed copy of this Contract has been returned to the GGGI's Finance Team and only on submission of original invoices and original supporting receipts, vouchers or other evidence (no faxes or copies shall be acceptable).
- For reimbursement of air travel costs, original ticket stubs (or boarding cards) and travel agency receipts must be submitted.
- Exchange rates for reimbursable expenses will be calculated using the prevailing rates available in the GGGI financial system.
- Any change to this Contract necessitating an amendment to this Contract should be completed prior to submission of an invoice.
- Each invoice shall provide the relevant invoice in relation to the total payment schedule, i.e. by presenting the full payment schedule: (i) what has been paid so far, (ii) this payment ("interim bill"), and what remains to be paid under the Contract.
- The last of the invoices (or, as the case may be, the only invoice) issued by the Consultant for the Services shall be called the "Final Invoice" and shall be indicated as such. The Final Invoice shall not be issued until all the Consultant's obligations for performing the Services have been satisfactorily fulfilled. The "Final Invoice" must be submitted within three months of the earlier of the completion of the Services and the End Date of this Contract.

**GENERAL CONDITIONS OF CONTRACT****G-1. REPORTS AND FINAL PRODUCTS**

- (a) In accordance with Article 1 of the Contract, the Consultant shall submit the work, findings or reports as set out in Annex A. Such submission(s) shall include, but are not limited to, information, data, concepts, know-how, models, analytical tools, frameworks, designs used for, developed during or relevant to the Services or the Project; the materials used in training sessions, presentations, workshops, meetings. All reports or documents produced for GGGI shall be created in the version of Microsoft's "Word", "Excel" and/or "PowerPoint" software, and shall be compatible with "Acrobat". GGGI will not accept reports or documents formatted in other software.
- (b) As the final products of the Project, the Consultant shall submit a final report which shall include executive summary, narrative description of all aspects of Project, and detailed information on Project objectives and milestones, consistent with the Project Plan in Annex A, and a financial report. In the financial report, the Consultant shall include detailed and itemized financial statement(s) and supporting documents for all expenditures, including original receipts, vouchers and ticket stubs.
- (c) GGGI may request the Consultant to provide additional reports and deliverables, including financial statement(s), when applicable, for the purpose of its internal record and/or external audit.
- (d) The Consultant shall ensure GGGI's visibility on all work products, reports and deliverables of the Project.
- (e) The Consultant shall incorporate all comments, changes and corrections, if requested by GGGI in the course of independent review processes in accordance with Article 3 of the Contract, and make the final submission, which includes, unless otherwise agreed, fifty (50) copies of a revised final report in a format ready for publication and electronic files of such revised final report, relevant supporting materials and a financial report in a compact disk.

**G-2. REPLACEMENT OF EXPERT(S)**

- (a) The engagement of the Consultant by GGGI is conditional upon the Expert(s) being in good health and not subject to any physical or mental disability which may interfere with the performance of the Services. To this end, the Consultant shall furnish GGGI with all such medical or other evidence as GGGI may reasonably require.
- (b) GGGI is entitled to demand the replacement of any Expert(s) if, in the opinion of GGGI, the Expert is unable to effectively provide the Services due to reasons related to health, language, ability, professional or personal qualifications and conduct. The Consultant shall bear all additional costs incurred in connection with a replacement of Expert(s) pursuant to this Clause, as well as any additional expenses arising for or in relation to the substitute personnel.
- (c) Following a demand for replacement of the Expert(s) by GGGI, the Consultant shall assign new Expert(s) without delay. The new Expert shall possess qualifications and experience acceptable to GGGI and the relevant fees shall be at a rate no higher than that agreed for the previous Expert.
- (d) The Consultant may replace an Expert with another Expert(s) after obtaining GGGI's written approval if the Consultant reasonably believes it can prove that the replacement will improve or prevent deterioration of the quality of the Services.

**G-3. IMMUNITIES**

GGGI shall make all reasonable endeavours to ensure that the Experts receive any available privileges, immunities and exemptions accorded to an expert performing a mission for GGGI. The Consultant and

Experts hereby acknowledge that any privileges, immunities and exemptions afforded to them are afforded solely in relation to the provision of the Services and can at any time be waived by GGGI.

**G-4. FEES**

- (a) Where the fee is paid as a fixed fee or lump sum it shall include all ancillary services such as secretarial services and research, as may be incurred for the purposes of the Services as specified in this Contract. Unless otherwise specified in this Contract, per diem allowances and travel expenses and all other miscellaneous expenses shall be deemed to be included in the fixed fee or lump sum payment.
- (b) The fees specified in this Contract shall be deemed to include provision for all leave, insurance, social welfare charges or contributions to which the Consultant may be or may become liable to pay (by law or by agreement) during the Term of Engagement. The Consultant has full and sole responsibility for complying with any applicable law, regulation, administrative rule or guidance in this respect and shall indemnify GGGI against any claim against GGGI for non-compliance thereof, whether made before or after the termination or expiry of this Contract. Except as may be otherwise specified in this Contract, the fees shall also be deemed to include all administrative expenses, and other overheads of the Consultant.
- (c) Except as otherwise agreed between the parties, no fees shall be paid in respect of work performed other than during the Term of Engagement.

**G-5. INSPECTION AND AUDIT BY GGGI**

- (a) The Consultant shall maintain books and records regarding the Project and details of the receipt and other inflow, and use, disbursement and other outflow, of GGGI's funds and make them available for inspection by GGGI upon GGGI's request, subject to any limitation imposed by applicable law. The Consultant shall maintain copies of any records and reports under this Contract for a period of at least three years after the Term of Engagement ends.
- (b) The Consultant shall permit GGGI or its designated representative(s), upon reasonable notice, periodically during and after the Term of Engagement to inspect the Consultant's accounts and records relating to the performance of this Contract and make copies thereof and to have them audited by auditors appointed by GGGI, if so required by GGGI.

**G-6. CONSULTANT'S LIABILITY AND INDEMNITY**

- (a) Subject to Clauses G-6(b), (c) and (d), the Consultant shall be liable for and indemnify and hold harmless GGGI, its directors, officers, employees and agents in respect of:
  - 1) any act or omission, whether negligent, tortuous or otherwise, of the Consultant, its Expert(s), directors, officers, employees, subcontractors or agents relating to or arising from the provision of the Services or the matters contemplated in this Contract;
  - 2) any breach by the Consultant, its Expert(s), directors, officers, employees, subcontractors or agents of any of the Consultant's or Expert(s)' obligations under this Contract;
  - 3) any death or injury to a person resulting from the Consultant's, its Expert(s)', directors', officers', employees', subcontractors' or agents' negligence or recklessness;
  - 4) any infringement or alleged infringement by the Consultant, its Expert(s), directors, officers, employees, subcontractors or agents of any patent, copyright, registered design, trade mark, trade secrets or any other intellectual property rights of any third party ("Intellectual Property Infringement"); or
  - 5) any failure of the Consultant, its Expert(s), directors, officers, employees, subcontractors or agents to comply with any applicable law, rule or regulation.

- (b) The Consultant shall indemnify, hold harmless and, subject to GGGI's privileges and immunities, defend GGGI, against all claims, damages, costs (including legal costs), expenses, taxes, penalties, liabilities, proceedings and losses arising from, out of or in connection with Clause G-6(a) 1) or 2) up to an amount equal to the greater of professional liability insurance proceeds or the Maximum Contract Amount, except that such ceiling shall not apply to actions, claims, losses or damages caused by the Consultant's or Experts' reckless conduct or fraudulent behaviour.
- (c) The Consultant shall fully indemnify, hold harmless and, subject to GGGI's privileges and immunities, defend GGGI, against all claims, damages, costs (including legal costs), expenses, taxes, penalties, liabilities, proceedings and losses arising from, out of or in connection with Clauses G-6 (a) 3), 4) or 5).
- (d) In respect of the indemnification referred to in Clause G-6(a) 4), GGGI shall provide the Consultant with notice of any Intellectual Property Infringement forthwith upon becoming aware of the same.

**G-7. INSURANCE**

- (a) Except as may be expressly provided herein, any insurance of GGGI will not apply to the Consultant or its Experts, directors, officers, employees, subcontractors or agents used by the Consultant. All types of insurance are the sole responsibility of the Consultant who shall ensure that appropriate cover is in place before starting to perform the Services. GGGI reserves the right to require evidence that the Consultant has taken out the necessary insurance.
- (b) The Consultant shall maintain at its own cost a comprehensive insurance policy including without limitation professional liability insurance in respect of any liability which may arise under Clause G-6 or any other provision of this Contract, and shall ensure that the minimum amount of cover per claim under such policy shall not be less than the Maximum Contract Amount. Upon signing this Contract, the Consultant shall provide GGGI with a copy of the certificate of insurance evidencing the Consultant's satisfaction of the requirements hereunder and allow GGGI to inspect such document. However, neither inspection nor receipt of such certificate of insurance shall constitute acceptance by GGGI of the terms therefor nor a waiver of the Consultant's obligations hereunder.
- (c) The Consultant shall be responsible for appropriate insurance coverage and for assuring that any Experts, directors, officers, employees, subcontractors or agents it uses also maintain adequate insurance coverage. At GGGI's request, the Consultant shall promptly provide evidence to GGGI showing that such insurance has been taken out, maintained and that the current premium has been paid:
  - i) in the event the Consultant's Expert(s), or employees are using owned, or leased vehicles in carrying out Services under this Contract in the country of assignment, adequate motor vehicle insurance cover in accordance with local standards; and
  - ii) workers' compensation and employer liability insurance, or their equivalents, in respect of the Consultant, the Expert(s), and the Consultant's employees, in accordance with the provisions of applicable law, covering work activity in the jurisdiction(s) where work is to be carried out, and during the course of travel, as well as, with respect to such Expert(s) or employees, any life, health, accident, travel or other insurance as may be appropriate.

**G-8. INTELLECTUAL PROPERTY AND USE OF FINAL REPORT AND GGGI NAME**

- (a) GGGI shall retain ownership of all work products and results of the Project and all related intellectual property rights and other proprietary rights.
- (b) Any improvement or design made or process or information discovered or copyright work produced by or on behalf of the Consultant in connection with or relating to the Services (whether capable of being patented or registered or not) shall be original work and shall forthwith be disclosed to GGGI and shall belong to and be the absolute property of GGGI. If and whenever required so to do by GGGI, the Consultant shall at the expense of GGGI apply to join with GGGI in applying for patent letters or other protection or registration in any part of the world for any such invention, improvement, design, process,

information or work as aforesaid, and shall at GGGI's expense do all things necessary for vesting the said patent letters or other protection or registration when obtained and all right title and interest to and in the same in GGGI absolutely and as a sole beneficial owner.

- (c) During the term of this Contract and for the purpose of the objectives of the Project, GGGI will grant a limited license to use its name and trademarks to the Consultant so that any work products arising out of the Projects shall be distributed, printed and published under the name and trademarks of GGGI.

#### **G-9. CONFIDENTIAL INFORMATION AND UNAUTHORIZED COMMITMENT OF GGGI**

- (a) Both parties agree to respect each other's interest in maintaining the confidentiality of information. "Confidential Information" means: any information identified as confidential or proprietary by either party, by a government or by other participating parties in the Project, or that ought reasonably under the circumstances to be treated as confidential or proprietary. Each party shall hold all Confidential Information provided to it by the other party or by a target government or by other participating parties in confidence and shall treat such Confidential Information with the same degree of care that it uses to protect its own Confidential Information, which must be no less than a reasonable degree of care. Each party shall also cause its experts, employees, agents or sub-contractors to protect such Confidential Information at least at the same level of protection that is required under this provision. Either party may publicly disclose Confidential Information only after obtaining the written permission signed by an officer of the other party. Either party may disclose Confidential Information to the extent required by law or judicial order, if the prior written notice of such disclosure is furnished to the other party as soon as possible in order to afford the other party an opportunity to seek a protective order.
- (b) Except with the prior written consent of GGGI, the Consultant shall, and shall cause the Expert(s), the Consultant's employees, agents or sub-contractors to, refrain from using such above information for the Consultant's or the Expert(s), the Consultant's employees', agents' and sub-contractors' own purposes. Neither the Consultant nor the Expert(s) shall have authority to commit GGGI in any way whatsoever, and shall make this clear as circumstances require.

#### **G-10. GENERAL COVENANTS**

The Consultant covenants and agrees that:

- (a) During the Term of Engagement, the Expert(s) shall devote the appropriate time and attention to the performance of the Services and shall at all times act with due diligence and efficiency and in accordance with the Project Plan set out in Annex A. The Expert(s) shall make or assist in making all such reports and recommendations as may be reasonably required by GGGI within the general scope of the Services, and shall at all times co-operate with GGGI, its employees and agents in the interests of the Project. After the Term of Engagement, including during any Project evaluation by GGGI, the Expert(s) shall continue to co-operate with GGGI to such reasonable extent as may be necessary to clarify or explain any reports, recommendations or other submissions made by the Expert(s).
- (b) At all times, the Consultant and the Expert(s) shall act with appropriate propriety and discretion and, in particular, shall not make any public statement concerning the Project, GGGI, or the Services without the prior approval of GGGI. The Consultant and the Experts shall refrain from engaging in any unreasonable political activity.
- (c) The Expert(s) shall immediately inform GGGI of any accident, injury or damage to the property of GGGI or to the property or person of any third parties occurring in or arising out of the performance of the Services and any act, matter or thing which within the Expert(s)' knowledge may have caused such accident or injury. The Expert(s) shall also report immediately to GGGI any circumstances or events which might reasonably be expected to hinder or prejudice the performance of the Services including circumstances and events relating to the Expert(s)' transport and accommodation.
- (d) The Consultant shall not assign or subcontract this Contract or any part thereof to third parties unless the Consultant has obtained prior approval in writing from GGGI after informing GGGI of its own procurement plan and procedures.

- (e) After the conclusion of the Term of Engagement, neither the Consultant nor the Expert(s) shall without the prior written consent of GGGI engage in any subsequent work on or in connection with the Project or arising out of the Project for a period of two years provided, however, that such consent shall not be unreasonably withheld.
- (f) The Consultant shall ensure that no circumstances arise during the Term of Engagement in which any interest of the Consultant or the Expert(s) or any services or other real or potential benefits which the Consultant or the Expert(s) may render to third parties conflict or might conflict with the Consultant's performance or activities under this Contract.
- (g) The Consultant shall respect and abide by all applicable laws, regulations, administrative rules and guidance of the country of the assignment and of GGGI.
- (h) Where GGGI has entered into an agreement with a third party for the provision to the Expert(s) of transport, accommodation or other facilities, whether in the country of assignment or elsewhere, the Expert(s) shall, so far as may be practicable, utilise such facilities.
- (i) The Consultant will not violate any agreement with or rights of any third party in connection with the Project or otherwise for or on behalf of GGGI.
- (j) The Consultant shall establish an internal mechanism for its employees, subcontractors, agents or independent contractors ("Consultant's personnel") to report any harassment or sexual harassment, as defined in the GGGI Code of Conduct which shall be available to the Consultant upon request, committed by any staff member of GGGI against the Consultant's personnel. The Consultant shall communicate such report to GGGI.
- (k) The Consultant shall ensure that fundamental rights as guaranteed by the International Labour Organization's core conventions are complied with where relevant.

#### **G-11. CORRUPT AND FRAUDULENT PRACTICE**

GGGI, without prejudice to any other remedy for breach of contract may, by written notice, terminate this Contract if in its judgement, the Consultant has engaged in corrupt, fraudulent, coercive or collusive practices in competing for or in executing this Contract. For the purposes of this Clause:

“corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party in connection with the selection process or in the Contract execution in order to obtain or retain business or other improper advantage in the conduct of business.

“fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

“coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party in connection with the selection process or in the Contract execution in order to obtain or retain business or other improper advantage in the conduct of business.

“collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party, and includes any arrangements among the consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GGGI of the benefits of free and open competition.



#### **G-12. SOCIALLY RESPONSIBLE AND ENVIRONMENTALLY SAFE PRACTICE**

- (a) The Consultant undertakes to commit to the principles of the UN Supplier Code of Conduct ([http://www.un.org/depts/ptd/pdf/conduct\\_english.pdf](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)), including the UN Global Compact (<http://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/index.html>).
- (b) The Consultant shall make its best effort in good faith to refrain from any act or omission that would be environmentally harmful during the performance of the Services, and ensure that any act, result or occurrence related to, arising out of or in connection with the Services, or this Contract, is not environmentally harmful. The Consultant shall at all times be in compliance with all environmental, health and safety laws of relevant jurisdictions, and observe any applicable international environmental, health and safety conventions and agreements, in connection with or during the performance of the Services, or this Contract.

#### **G-13. FORCE MAJEURE**

- (a) For purposes of this Contract, the term "Force Majeure", as employed herein shall mean acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions, and any other similar events, not within the control of either party and which by the exercise of due diligence neither party is able to overcome.
- (b) If either party is temporarily unable as a result of an event of Force Majeure to meet any obligations under this Contract, such party shall give to the other party written notice of the event within fourteen (14) days after its occurrence.
- (c) The parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.
- (d) Neither party shall be liable to the other party for loss or damage sustained by such other party arising from any event of Force Majeure or delays arising from such event.
- (e) During any period of the Consultant's inability to perform the Services in whole or in part, as a result of an event of Force Majeure, GGGI, in its sole discretion, may determine whether or not the Consultant shall be entitled to continue to be paid under the terms of this Contract and reimbursed for additional costs reasonably and necessarily incurred by them during such period and in reactivating the Services after the end of such period.

#### **G-14. RELATIONSHIP OF THE PARTIES**

The Consultant shall have the legal status of an independent contractor vis-à-vis GGGI, and the Consultant's personnel and subcontractors shall not be regarded, for any purposes, as staff members of GGGI under the GGGI Staff Regulations and Rules. Nothing contained in these Conditions or in this Contract shall be construed as establishing or creating any relationship other than that of independent contractor between GGGI on the one part and the Consultant, Expert(s), the Consultant's personnel and subcontractors on the other part.

#### **G-15. TERMINATION AND TERMINATION PROCEDURES**

- (a) If either party fails to perform this Contract or materially breaches any of its obligations under this Contract, the non-breaching party may terminate this Contract immediately if the breaching party fails to cure such failure or breach within 14 calendar days after having received written notice by the non-breaching party of the breach or default.
- (b) GGGI may terminate this Contract immediately by notice if any of the following cases takes place:
  - 1) If at any time in the opinion of GGGI whether for reasons of health or otherwise, the Expert(s) are unable to perform or to complete the Services in an adequate manner;

- 2) the Consultant fails to commence the Services for the Project past the scheduled date without any justifiable ground;
  - 3) the Consultant fails, or is unlikely, to complete the Services for the Project within the Term of Engagement for any reason imputable to the Consultant;
  - 4) GGGI has determined in its reasonable judgment that the Consultant is in breach of, or incapable to perform, this Contract;
  - 5) the Consultant or the Expert(s) engages in misconduct that is likely to bring GGGI into disrepute;
  - 6) Force Majeure event, as defined in Clause G-13 above, has blocked the performance of Contract, in which case the termination will be in accordance with Clause G-13 of the General Conditions; or
  - 7) Other incidents not imputable to the Consultant have made the performance of this Contract extremely difficult.
- (c) Upon termination of this Contract, the Consultant shall submit the reports and all work products as described in Annex A completed up to the date of termination, any information necessary to explain such reports and work products, and other relevant materials to GGGI within one month from the termination date.
- (d) Upon receipt of notice of termination by GGGI as above, the Consultant shall take immediate steps to terminate the Services in a prompt and orderly manner to reduce losses and to keep further expenditures to a minimum. If this Contract is a fixed-fee or lump sum Contract, the Consultant shall be entitled to that proportion of the Maximum Contract Amount, which represents the value to GGGI of work completed or Services provided by the Consultant under this Contract up to the date of termination.
- (e) Upon termination of this Contract by GGGI (unless such termination shall have been caused by the default of the Consultant), the Consultant shall be entitled to be reimbursed in full for such fees, per diems and expenses as have been duly incurred prior to the date of such termination. The Consultant shall also be entitled to unavoidable reasonable costs incidental to the orderly termination of the Services, only if such costs are approved by GGGI in advance. For avoidance of any doubt, the Consultant shall be entitled to receive no other or further payment. Insofar as such incidental costs concern fees and ancillary expenses in respect of termination of this Contract by GGGI, these shall be deemed avoidable unless the Consultant can prove to the satisfaction of GGGI that the incurring of such costs beyond the date of termination was unavoidable.
- (f) In no event shall any payments provided for in this Clause exceed the Maximum Contract Amount.

#### **G-16. LANGUAGE**

English shall be the sole language under this Contract and, except as otherwise agreed or required by GGGI, all communication, documentation and reports under this Contract shall be prepared and presented in the English language. In any dispute over language, the English version shall prevail.

#### **G-17. EQUIPMENT**

- (a) Title to any equipment and supplies that may be furnished by GGGI shall rest with GGGI and any such equipment shall be returned to GGGI at the conclusion of this Contract or when no longer needed by the Consultant. Such equipment, when returned to GGGI, shall be in the same condition as when delivered to the Consultant, subject to normal wear and tear. The Consultant shall be liable to compensate GGGI for equipment determined to be damaged or degraded beyond normal wear and tear.

- (b) Unless otherwise stated, any equipment purchased by the Consultant under this Contract shall be disposed of at the end of this Contract at the discretion of GGGI.

#### **G-18. CONSORTIA, SUBCONTRACTORS AND ASSOCIATION**

When the Consultant is permitted by GGGI to associate with individual consultants, consultancy firms, partnerships, entities or other persons, in a consortium or through subcontracting or association, as appropriate, the Consultant will ensure that each such consortium member, subcontractor and/or associate fully complies with the Consultant's obligations under this Contract. The Consultant shall be liable for the acts or omissions of such consortia members, subcontractors and/or associates. The Consultant will not be relieved of its obligations under this Contract by use of such individual consultants, firms, partnerships, entities or other persons.

Such permitted individual consultants, firms, partnerships, entities or other persons in the consortia, association or subcontracting arrangement may only be changed with the prior consent of GGGI.

#### **G-19. MISCELLANEOUS**

- (a) Amendments and Waivers: No modification, alteration or amendment of this Contract and no waiver of any provision hereof may be made unless such modification, alteration, amendment or waiver is set forth in writing signed by the parties hereto.
- (b) Sole Contract: This Contract, including all attachments and annexes hereto, constitutes the sole agreement of the parties relating to the subject matter hereof and supersedes all oral negotiations and prior writings with regard to the subject matter hereof.
- (c) Severability: If one or more provisions of this Contract are held to be unenforceable under applicable law, the parties will renegotiate such provisions in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision then (i) such provision will be excluded from this Contract, (ii) the balance of this Contract will be interpreted as if such provision were so excluded and (iii) the balance of this Contract will be enforceable in accordance with its terms.
- (d) Counterparts: This Contract may be executed in several counterparts, each of which is deemed an original, but all of which together will constitute one and the same instrument.
- (e) Advice of Counsel: Each party acknowledges that, in executing this Contract, such party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Contract. This Contract must not be construed against any party by reason of the drafting or preparation hereof.
- (f) Survival of Clause: All terms and provisions of this Contract, including any annexes, which by their nature are intended to survive any termination or expiration of this Contract, shall so survive.
- (g) Exclusion of Third Party Rights: A person who is not a party to this Contract has no rights under any contract law of any jurisdiction or otherwise to enforce any term of this Contract in his/her or its favour except that legally recognised successors or permitted assignees shall be deemed to be a party to this Contract.
- (h) Cumulative Remedies: The rights, powers and remedies of GGGI under this Contract are cumulative and in addition to and not in substitution for any rights, power or remedy that may be available to GGGI at law or in equity.
- (i) Time is of the Essence: Time is of the essence under this Contract.

#### **G-20. DISPUTE SETTLEMENT**

- (a) The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof.
- (b) If the Parties fail to settle any such dispute amicably within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, then the Parties agree that any such dispute shall be settled by arbitration in accordance with the United Nations Commission on International Trade (UNCITRAL) Arbitration Rules as at present in force. The appointment authority for such arbitration shall be the International Chamber of Commerce International Court of Arbitration. The number of arbitrators shall be three. The language to be used in the arbitral proceedings shall be English. The Parties agree to be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute. The arbitral tribunal shall have no authority to award punitive damages, nor to award interest in excess of five (5) per cent, and any such interest shall be simple interest only. The place of arbitration shall be Seoul, Republic of Korea.
- (c) Nothing in or relating to this Contract shall be construed as a waiver, renunciation or modification by GGGI of any immunities from suit or enforcement measures that it may enjoy under any international and national laws, any agreement between any parties or any international convention or customary international law.

**G-21. APPLICABLE LAW**

This Contract and any agreement to arbitrate under Clause G-20 shall be governed by the UNIDROIT Principles of International Commercial Contracts 2010.

## CONTRACT FOR THE SERVICES OF AN INDIVIDUAL CONSULTANT

This Contract for the services of an individual consultant (the “Contract”) is entered into on [Insert Date] between the Global Green Growth Institute, an international organization with its headquarters at 19F Jeongdong Bldg., 21-15, Jeongdong-gil, Jung-gu, Seoul 100-784, Korea (hereinafter referred to as “GGGI”) and [Name of individual consultant], a [Citizenship] citizen (Passport No. \_\_\_\_\_, Expiration date \_\_\_\_\_), born on [date of birth] with home address of \_\_\_\_\_ (hereinafter referred to as “the Consultant”, and together with GGGI, each a “Party” and collectively the “Parties”).

WHEREAS GGGI desires to engage the services of the Consultant on the terms and conditions hereinafter set forth; and

WHEREAS the Consultant is ready and willing to accept this Contract with GGGI on the said terms and conditions;

NOW, THEREFORE, the Parties hereby agree as follows:

### Article 1. Nature of services

The Consultant, whose resume is attached as Annex D, shall participate in [project name] (the “Project”) and perform the services as described in the Terms of Reference (the “Services”) which form an integral part of this Contract and are attached as Annex A, in the following location: \_\_\_\_\_

### Article 2. Duration

The Consultant shall provide the Services to GGGI starting on \_\_\_\_\_ and ending on \_\_\_\_\_ on a [part-time / full-time] basis. The Consultant shall not work beyond eight hours per day and shall not work on non-regular business days without GGGI’s prior approval. [Comment: If needed include the following: The maximum number of working days / hours shall not exceed [...] days / hours.]

### Article 3. Payment

GGGI shall pay the Consultant for the Services [at a daily rate of USD XXXX / at a monthly rate of USD XXXX], and all work-related expenses approved in writing by GGGI. [Comment: If needed include the following: Total payments, including fees, expenses, VAT and other taxes and any other payment, to the Consultant under this Contract shall not exceed [insert total contract amount]]. Upon approval by GGGI of satisfactory provision of the Services in accordance with Annex A, and submission of an appropriate invoice [and timesheet (Comment: please also make appropriate changes to the highlighted part in Annex B)] in accordance with Annex B “Rules for the Preparation of Invoices” and Clause G-1 of the General Conditions of Contract for Individual Consultants attached as Annex C, payment shall be made in US dollars [in a lump sum upon completion of the Services / on the last working day of each month (or different intervals) / in accordance with the following payment schedule [Comment: please refer to 3.2(d) of the Individual Consultants Policy and Procedures.]

#### Payment Milestones:

1<sup>st</sup>: (...)  
2<sup>nd</sup>: (...)  
3<sup>rd</sup>: (...)]

If the Services have been rendered in part only, or if they are not found to be satisfactory, payment may be reduced accordingly, taking into account all relevant considerations.

Payment shall be made to the following account of the Consultant:

Name of account holder:  
Account number:  
Name of Bank:

Address of Bank:  
Routing Number:  
Swift Code:  
BIC (international bank code):

The Consultant shall have sole responsibility for (i) the payment of all taxes, including any indirect taxes and value-added taxes (VAT) arising out of or in connection with the Services or the Contract, whether paid as part of the contract amount or not, and (ii) the filing of any required tax returns or other information related thereto with the relevant tax authorities. If any tax is required to be paid by GGGI on account of any payment hereunder, the amount of any such tax shall be deducted from the amounts payable by GGGI to the Consultant.

**Article 4. Rights and obligations of the Consultant**

The rights and obligations of the Consultant are strictly limited to the terms and conditions of this Contract, including its Annexes. Accordingly, the Consultant shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided in this Contract.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract.

By signing below, I, the Consultant, acknowledge and agree that I have read and accept the terms of this Contract, including the General Conditions of Contract for Individual Consultants attached as Annex C which together with Annexes A, B and D form an integral part of the Contract.

**GLOBAL GREEN GROWTH INSTITUTE**

**CONSULTANT**

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**TERMS OF REFERENCE**

**RULES FOR THE PREPARATION OF INVOICES**

The following points shall be observed when submitting invoices for payment.

- **All invoices shall be addressed and sent to:**

**Sivabalan Muthusamy**  
**Deputy Director**  
**Finance Team**  
Global Green Growth Institute  
19F Jeongdong Bldg., 15-5 Jeong-dong  
Jung-gu, Seoul, Republic of Korea

- Invoices must be prepared in English and shall be marked to show the Consultant's business address, invoice number and date. The name and telephone number of a person who may be contacted in case of need to raise queries shall be quoted on the invoice.
- Invoice payments will be made by direct transfer to the bank account referred to in invoices.
- Full details of the bank account, where payment shall be made, must be supplied on the invoices, including currency of the account.
- Period during which the Services were performed must be stated.
- [Timesheet or billing hour sheet providing detailed work description [per hour] must be provided.]
- A numbered list detailing each reimbursable item shall be submitted, with correspondingly numbered original receipts for each item attached.
- GGGI will make payments only after the original signed copy of the Contract has been returned to the GGGI and on submission of original invoices and original supporting receipts, vouchers or other evidence (no faxes or copies shall be acceptable).
- For reimbursement of air travel costs, original ticket stubs (or boarding cards) and travel agency receipts must be submitted.
- Exchange rates for reimbursable expenses will be calculated using the prevailing rates available in the GGGI financial system.
- Any change to the Contract necessitating an amendment to the Contract should be completed prior to submission of an invoice.
- Each invoice shall provide the relevant invoice in relation to the total payment schedule, i.e. by presenting the full payment schedule: (i) what has been paid so far, (ii) this payment ("interim bill"), and what remains to be paid under the Contract.
- The last of the invoices (or, as the case may be, the only invoice) issued by the Consultant for the Services shall be called the "Final Invoice" and shall be indicated as such. The Final Invoice shall not be issued until all the Consultant's obligations for performing the Services have been satisfactorily fulfilled. The "Final Invoice" must be submitted within three months of the earlier of the completion of the Services and the End date of the Contract.



## GENERAL CONDITIONS OF CONTRACT FOR INDIVIDUAL CONSULTANTS

### G-1. CONSULTANT'S TRAVEL FOR GGGI

In the event the Consultant travels to perform this Contract at the request or invitation of GGGI to a location(s) other than the city(s) of the Consultant's usual place(s) of residence or normal place(s) of work during the period specified in Article 2 of the Contract, the following shall apply:

- (a) The Consultant must be requested or invited by an authorized GGGI employee to travel for a specific mission;
- (b) The appropriate class of travel by air or by train will normally be economy class, although business class may be approved taking into account the qualifications and seniority of the Consultant, and the circumstances of the case such as the number of hours of travel involved and/or a need for the Consultant to report to work immediately after travel;
- (c) Travel expenses that may be reimbursed include transportation expenses (i.e. fare for travel by car or by train, or cost of transportation by car; accommodation expenses; daily subsistence allowance determined by the Director-General for each travel location; terminal expenses; and miscellaneous travel expenses). Transportation reimbursed by GGGI shall be by the most direct and economical route taking into account time constraints.
- (d) Unless otherwise agreed, GGGI shall reimburse the Consultant for travel expenses after the Consultant completes the trip(s) and submits to GGGI all required documents, information and materials, including mission report(s) and back-up documentation for expenses, such as receipts, vouchers, coupons, bills, etc., in accordance with the rules set out in Annex B. GGGI will reimburse the Consultant for incurred expenses only after the Consultant has complied with the rules;
- (e) Any unreasonable expenses may be denied for reimbursement at the discretion of GGGI; and
- (f) When travel expenses for the Consultant are partly or fully paid by a third party, the contribution of GGGI shall be reduced or eliminated accordingly.

### G-2. CONSULTANT'S LIABILITY AND INDEMNITY

- (a) The Consultant shall be liable for and indemnify and hold harmless GGGI, its directors, officers, employees and agents against and from any losses, costs, liabilities, obligations, claims, damages, deficiencies, expenses (including attorneys' fees, court costs and other costs of suit), fines and penalties (collectively, the "Losses") resulting from:
  - i. any act or omission, whether negligent, tortuous or otherwise, of the Consultant relating to or arising from the provision of the Services or the matters contemplated in this Contract;
  - ii. any breach by the Consultant of his or her obligations under this Contract;
  - iii. any death or injury to a person resulting from the Consultant's negligence or recklessness;
  - iv. the infringement or alleged infringement by the Consultant of any patent, copyright, registered design, trade mark, trade secrets or any other intellectual property rights of any third party (an "Intellectual Property Infringement"); or
  - v. any failure of the Consultant to comply with any applicable law, rule or regulation.
- (b) Liability of the Consultant to GGGI under Clause G-2(a) above will be limited to the amount payable by GGGI for the Consultant's services under this Contract

### G-3. INTELLECTUAL PROPERTY AND USE OF FINAL REPORT AND GGGI NAME

- (a) Any and all inventions, concepts, ideas, discoveries, analyses, materials, information, reports works of authorship and the like made by or on behalf of the Consultant (whether capable of being patented or registered or not) during the term of this Contract which relate to or result from the Services performed under this Contract (the "Work Products") shall be original work and shall forthwith be disclosed to GGGI.
- (b) Such Work Products shall belong to and be the absolute property of GGGI. The Consultant shall assign to GGGI the entire right, title, and interest of the Consultant in and to the Work Products and in all related proprietary rights.

- (c) If and whenever required to do so by GGGI, the Consultant shall join GGGI, at the expense of GGGI, in applying for patent letters or other protection or registration in any part of the world for any of the Work Products, and shall do, at GGGI's expense, all things necessary for vesting the said patent letters or other protection or registration when obtained and all right title and interest to and in the same in GGGI as the sole beneficial owner.

#### **G-4. CONFIDENTIAL INFORMATION AND UNAUTHORIZED COMMITMENT OF GGGI**

- (a) For purposes of this Contract, "Confidential Information" means any information identified as confidential or proprietary by either Party I or by the government or other parties participating in the Project (the "Related Parties"), or that ought reasonably under the circumstances to be treated as confidential or proprietary.
- (b) Each Party shall hold all Confidential Information provided to it by the other Party or any of the Related Parties in confidence and shall treat such Confidential Information with the same degree of care that it uses to protect its own Confidential Information, which must be no less than a reasonable degree of care.
- (c) Each Party shall also cause its sub-contractors or any third parties who need to know the Confidential Information for the performance of such Party's obligations hereunder (collectively, the "Subcontractors") to be bound by the terms of this Clause G-4 to the same extent as if they were parties hereto.
- (d) Either Party may publicly disclose Confidential Information only after obtaining the written permission signed by the other Party. Either Party may disclose Confidential Information to the extent required by law or judicial order, if the prior written notice of such disclosure is furnished to the other Party as soon as possible in order to afford the other Party an opportunity to seek a protective order.
- (e) Upon termination or expiration of this Contract or upon written request by GGGI, the Consultant shall immediately deliver to GGGI the originals and all copies of Confidential Information of GGGI in the Consultant's possession or under the Consultant's control.
- (f) Except with the prior written consent of GGGI, the Consultant shall, and shall cause the Subcontractors to, refrain from using such above information for the Subcontractors' own purposes.
- (g) The Consultant shall refrain from making any public statement concerning the Project, GGGI, or the Services without the prior approval of GGGI.

#### **G-5. EQUIPMENT**

Unless otherwise agreed by the Parties elsewhere in this Contract, the Consultant shall use his or her own equipment such as computer, laptop or notebook for performing the Services and shall ensure that any such equipment complies with GGGI's technical requirements. In the event that the equipment is provided by GGGI to the Consultant, such equipment shall remain the property of GGGI and shall be immediately returned to GGGI upon expiration or termination of this Contract.

#### **G-6. INSURANCE AND MEDICAL FITNESS**

- (a) The Consultant must obtain adequate insurance against claims by third parties resulting from acts of the Consultant in carrying out the Services.
- (b) The Consultant shall be responsible for arranging at his or her own expense appropriate personal medical, life or other insurance while engaged by GGGI under this Contract, and is not eligible to participate in any of the insurance or pension schemes available to GGGI staff members. GGGI undertakes no responsibility in respect to life, health, accident, travel or any other insurance coverage for the Consultant.
- (c) The Consultant shall submit a signed statement that he or she is medically fit to perform the Services. If requested to travel by GGGI, the Consultant shall also certify that he or she has received the necessary inoculations and/or has taken other appropriate medical precautions. GGGI reserves the right to require the Consultant to submit to a medical examination by a physician designated for that purpose by GGGI, and to terminate the Contract if the results establish that the Consultant is not medically fit to perform the Services.

#### **G-7. GENERAL COVENANTS**

The Consultant covenants and agrees as follows:

- (a) After the termination or expiration of this Contract, the Consultant shall continue to co-operate with GGGI to such reasonable extent as may be necessary to clarify or explain any reports, recommendations or other submissions made by the Consultant.
- (b) The Consultant shall report without unreasonable delay to GGGI any accident, injury or damage to the property of GGGI or to the property or person of any third parties occurring in or arising out of the performance of the Services and any act, matter or thing which within the Consultant's knowledge may have caused such accident or injury. The Consultant shall also report without unreasonable delay to GGGI any circumstances or events which might reasonably be expected to hinder or prejudice the performance of the Services including circumstances and events relating to the transportation and accommodation.
- (c) The Consultant shall not assign or subcontract this Contract or any part thereof to third parties unless the Consultant has obtained prior approval in writing from GGGI after informing the GGGI of its own procurement plan and procedures.
- (d) After the termination or expiration of this Contract, the Consultant shall not, without the prior written consent of GGGI, engage in any subsequent work on or in connection with the Project or arising out of the Project for a period of two years after the termination or expiration of this Contract, as applicable, provided, however, that such consent shall not be unreasonably withheld.
- (e) During the term of this Contract, the Consultant may not engage in any activity that is incompatible with the discharge of his or her duties. The Consultant shall ensure that no circumstances arise in which any interest of the Consultant or any services or other real or potential benefits which the Consultant may render to third parties conflict or might conflict with the Consultant's performance or activities under this Contract.
- (f) The Consultant shall respect and abide by all applicable laws, regulations, administrative rules and guidance of the country of the assignment.
- (g) The Consultant shall exercise the utmost discretion with regard to all matters of GGGI official business. The Consultant is responsible for ensuring the appropriate use and protection of GGGI's property and assets and for avoiding waste and abuse.
- (h) The Consultant shall not communicate to any Government or third party any information known to them by reason of their service that they know or should have known has not been made public except as appropriate in the normal course of their duties or by authorization of the Director-General.
- (i) The Consultant shall neither seek nor accept from any government, or other source external to GGGI, instructions regarding the Services to be performed for GGGI under this Contract.
- (j) The Consultant shall not use the knowledge acquired in the course of the performance of the Services for the private advantage of the Consultant or any third party.
- (k) The Consultant shall not engage in discrimination, harassment or sexual harassment against an individual or group of individuals on any basis or in any form.

#### **G-8. CORRUPT AND FRAUDULENT PRACTICE**

GGGI, without prejudice to any other remedy for breach of contract may, by written notice, terminate this Contract if in its judgment the Consultant has engaged in corrupt, fraudulent, coercive or collusive practices in competing for or in executing this Contract. For the purposes of this Clause:

“corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party in connection with the selection process or in this Contract execution in order to obtain or retain business or other improper advantage in the conduct of business;

“fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

“coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party in connection with the selection process or execution of this Contract in order to obtain or retain business or other improper advantage in the conduct of business; and

“collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party, and includes any arrangements among the consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GGGI of the benefits of free and open competition.

## **G-9. SOCIALLY RESPONSIBLE AND ENVIRONMENTALLY SAFE PRACTICE**

- (a) The Consultant undertakes to commit to the principles of the UN Global Compact (<http://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/index.html>).
- (b) The Consultant shall make all reasonable efforts in good faith to refrain from any act or omission that would be environmentally harmful during the performance of the Services, and ensure that any act, result or occurrence related to, arising out of or in connection with the Services, or this Contract, is not environmentally harmful. The Consultant shall at all times be in compliance with all environmental, health and safety laws of relevant jurisdictions in connection with or during the performance of the Services, or this Contract.

## **G-10. FORCE MAJEURE**

- (a) For purposes of this Contract, the term "Force Majeure", as employed herein shall mean acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions, and any other similar events, not within the control of either Party and which by the exercise of due diligence neither Party is able to overcome
- (b) If either Party is temporarily unable as a result of an event of Force Majeure to meet any obligations under this Contract, such Party shall give to the other Party written notice of the event within fourteen (14) days after its occurrence.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (d) Neither Party shall be liable to the other Party for loss or damage sustained by such other Party arising from any event of Force Majeure or delays arising from such event.
- (e) During any period of the Consultant's inability to perform the Services in whole or in part, as a result of an event of Force Majeure, GGGI may determine after consultation with the Consultant whether or not the Consultant shall be entitled to continue to be paid under the terms of this Contract and reimbursed for additional costs reasonably and necessarily incurred by the Consultant during such period and in reactivating the Services after the end of such period.

## **G-11. RELATIONSHIP OF THE PARTIES**

The Consultant shall have the legal status of an independent contractor vis-à-vis GGGI, and shall not be regarded, for any purposes, as a staff member of GGGI under the GGGI Staff Regulations and Rules. Nothing contained in this Contract (including Annexes) shall be construed as establishing or creating any relationship other than that of independent contractor between GGGI or its regional offices on the one hand and the Consultant on the other hand. The Consultant does not have any authority to bind or act on behalf of GGGI and agrees not to represent to any third party that he has any such authority. Any privileges and immunities of GGGI shall not extend to the Consultant.

## **G-12. TERMINATION**

Either Party may terminate this Contract at any time and for any reasons by giving the other Party 14 days' prior notice in writing. In the event that the Consultant engages in serious misconduct, GGGI may terminate this Contract immediately without notice. If the Contract is terminated, GGGI shall only be liable to pay the Consultant on a pro rata basis for no more than the actual amount of work performed to the satisfaction of GGGI in accordance with the terms of this Contract.

## **G-13. LANGUAGE**

This Contract shall be executed in two counterparts in the English language, each of which shall be deemed an original but which, taken together shall constitute one and the same instrument, and except as otherwise agreed or required by GGGI, all communications, documentation and reports under this Contract shall be prepared and presented in the English language. Should any conflict arise between the English language version of this Contract and any translation hereof, the English language version shall prevail.

## **G-14. DISPUTE SETTLEMENT**

- (a) The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof.
- (b) If the Parties fail to settle any such dispute amicably within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, then the Parties agree that any such dispute shall be settled by arbitration in accordance with the United Nations Commission on International Trade (UNCITRAL) Arbitration Rules as at present in force. The appointment authority for such arbitration shall be the International Chamber of Commerce International Court of Arbitration. The number of arbitrators shall be three. The language to be used in the arbitral proceedings shall be English. The Parties agree to be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute. The arbitral tribunal shall have no authority to award punitive damages, nor to award interest in excess of five (5) per cent, and any such interest shall be simple interest only. The place of arbitration shall be Seoul, Republic of Korea.
- (c) Nothing in or relating to this Contract shall be construed as a waiver, renunciation or modification by GGGI of any immunities from suit or enforcement measures that it may enjoy under any international and national laws, any agreement between any parties or any international convention or customary international law.

#### **G-15. APPLICABLE LAW**

This Contract and any agreement to arbitrate under Clause G-14 shall be governed by the UNIDROIT Principles of International Commercial Contracts 2010.

#### **G-16. MISCELLANEOUS**

- (a) Amendments and Waivers: No modification, alteration or amendment of this Contract and no waiver of any provision hereof may be made unless such modification, alteration, amendment or waiver is set forth in writing signed by the Parties.
- (b) Sole Contract: This Contract, including the annexes hereto, constitutes the sole agreement of the Parties relating to the subject matter hereof and supersedes all oral negotiations and prior writings with regard to the subject matter hereof.
- (c) Severability: If one or more provisions of this Contract are held to be unenforceable under applicable law, the Parties will renegotiate such provisions in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision then (i) such provision will be excluded from this Contract, (ii) the balance of this Contract will be interpreted as if such provision were so excluded and (iii) the balance of this Contract will be enforceable in accordance with its terms.
- (d) Survival of Clause: All terms and provisions of this Contract, including any annexes, which by their nature are intended to survive any termination or expiration of this Contract, shall so survive.

**RESUME OF THE CONSULTANT**

## CONTRACT FOR SUPPLY OF GOODS

This Contract for the supply of goods (“Contract”) is entered into on [insert date] between the Global Green Growth Institute, an international organization with its headquarters at 19F Jeongdong Bldg., 21-15, Jeongdong-gil, Jung-gu, Seoul 100-784, Korea (hereinafter referred to as “GGGI”) and [name of Supplier] with address at [address including country] (hereinafter referred to as “Supplier”, and together with GGGI, each a “Party” and collectively “the Parties”).

WHEREAS GGGI wishes to purchase from the Supplier, and the Supplier is willing to supply to GGGI, the Goods as more fully defined hereinafter;

WHEREAS the Supplier is ready and willing to accept this Contract with GGGI on the said terms and conditions;

NOW, THEREFORE, the Parties hereby agree as follows:

### Article 1. Supply of Goods

The Supplier shall deliver the goods described in Annex A “Conditions for Supply of Goods” (the “Goods”) on the delivery date or dates (“Delivery Date or Dates”) and in accordance with the technical specifications and other conditions set out in Annex A, and shall remedy defects therein in conformity in all respects with the provisions of this Contract.

### Article 2. Payment

(a) GGGI shall pay the Supplier for the Goods provided in accordance with the terms of this Contract a total amount of [insert amount] (the “Contract Amount”).

(b) Upon submission of an appropriate invoice by the Supplier in accordance with Annex B “Rules for the Preparation of Invoices”, the Contract Amount shall be paid in US dollar [in a lump sum upon acceptance of the Goods in accordance with G-6(c) of the General Conditions of Contract attached as Annex C / in accordance with the following payment schedule:

#### Payment Schedule:

1<sup>st</sup>: (...)

2<sup>nd</sup>: (...)

3<sup>rd</sup>: (...)

(c) The Supplier shall have sole responsibility for (i) the payment of all taxes, including any indirect taxes and value-added taxes (VAT) arising out of or in connection with the Contract, whether paid as part of the Contract Amount or not, and (ii) the filing of any required tax returns or other information related thereto with the relevant tax authorities. If any tax must be paid by GGGI on account of any payment hereunder, the amount of any such tax shall be deducted from the amount payable by GGGI to the Supplier.

(d) Payment shall be made to the following account of the Supplier:

Name of account holder:

Account number:

Name of Bank:

Address of Bank:

Routing Number:

Swift Code:

BIC (international bank code):

### Article 3. Notices and Requests

Any notice or request under this Contract shall be in writing. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand, mail, cable, e-mail or fax to the party to which it is required to be given or made at such party's address specified below:

For GGGI:	Global Green Growth Institute 19F Jeongdong Bldg., 15-5 Jeong-dong, Jung-gu, Seoul, Republic of Korea Attention: [authorized representative] Fax Number: [fax_nr] E-mail: [Email]
For the Supplier:	Address: [address] Attention: [authorized representative] Fax Number: [fax_nr] E-mail: [email]

**Article 4. Rights and Obligations of the Supplier**

The rights and obligations of the Supplier are strictly limited to the terms and conditions of the Contract, including the General Conditions of Contract attached as Annex C, which together with Annex A and B, form an integral part of the Contract. Accordingly, the Supplier shall not be entitled to any payment except as expressly provided in this Contract.

**Article 5. Effectiveness**

This Contract shall become effective upon due execution by both parties and shall continue in full force and effect until the earlier of (i) complete performance of the Supplier's obligations under the Contract, including warranty obligations, and all payments therefor, or (ii) termination of the Contract in accordance with Clause G-17 of the General Conditions of Contract.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract.

**GLOBAL GREEN GROWTH INSTITUTE**

**SUPPLIER**

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**CONDITIONS FOR SUPPLY OF GOODS**

*It is recommended to include the following information:*

- *detailed description of goods, quantity, technical specification etc.*
- *delivery date(s)*
- *delivery terms (use of Incoterms 2010 is recommended, such as FOB, CIF, DDU etc.)*
- *documents to be provided, such as invoice, packing lists, insurance documents etc.*
- *packing requirements*
- *Carrier nomination*
- *Other conditions*

**RULES FOR THE PREPARATION OF INVOICES**

The following points shall be observed when submitting invoices for payment.

- **All invoices shall be addressed and sent to:**

**Sivabalan Muthusamy**  
**Deputy Director**  
**Finance Team**  
Global Green Growth Institute  
19F Jeongdong Bldg., 15-5 Jeong-dong  
Jung-gu, Seoul, Republic of Korea

- The name of the authorized representative (see Article 3 of this Contract) shall be quoted on the invoice.
- Invoices must be prepared in English and shall be marked to show the Supplier's business address, invoice number and date. The name and telephone number of a person who may be contacted in case of need to raise queries shall be quoted on the invoice.
- Invoice payments will be made by direct transfer to the bank account referred to in Article 2 of this Contract.
- Full details of the bank account, where payment shall be made, as set out in the Contract must be supplied on the invoices, including currency of the account.
- The invoice must describe the Goods delivered as specified in Annex A.
- If applicable, a numbered list detailing each reimbursable item shall be submitted, with correspondingly numbered original receipts for each item attached.
- GGGI will only make payments after the original signed copy of this Contract has been returned to the GGGI's Finance Team and only on submission of original invoices and original supporting receipts, vouchers or other evidence (no faxes or copies shall be acceptable).
- If applicable, for reimbursement of air travel costs, original ticket stubs (or boarding cards) and travel agency receipts must be submitted.
- Exchange rates for reimbursable expenses will be calculated using the prevailing rates available in the GGGI financial system.
- Any change to this Contract necessitating an amendment to this Contract should be completed prior to submission of an invoice.
- Each invoice shall provide the relevant invoice in relation to the total payment schedule, i.e. by presenting the full payment schedule: (i) what has been paid so far, (ii) this payment ("interim bill"), and what remains to be paid under the Contract.
- The last of the invoices (or, as the case may be, the only invoice) issued by the Supplier shall be called the "Final Invoice" and shall be indicated as such. The Final Invoice shall not be issued until all the Supplier's obligations for performing the Contract have been satisfactorily fulfilled. The "Final Invoice" must be submitted within three months of the completion of the performance of the Contract.

**GENERAL CONDITIONS OF CONTRACT****G-1 INSPECTION AND AUDIT BY GGGI**

The Supplier shall permit GGGI or its designated representative(s), upon reasonable notice, during and after the date(s) for delivery of Goods under the Contract to inspect the Supplier's accounts and records relating to the performance of this Contract and make copies thereof and to have them audited by auditors appointed by GGGI, if so required by GGGI.

**G-2. SECURITY**

- (a) To secure performance of its obligations under the Contract, the Supplier shall post sufficient security ("Performance Security") worth at least 10% of the Contract Amount established under Annex A. The proceeds of the Performance Security shall be payable to GGGI as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- (b) The Performance Security shall be denominated in US Dollar, or in a freely convertible currency acceptable to GGGI. The Performance Security shall be in one of the following forms:
  - 1) Cash, cashier's check, manager's check, or bank draft;
  - 2) Bank guarantee or an irrevocable stand-by letter of credit issued by a reputable bank in Seoul, Republic of Korea or abroad and acceptable to GGGI;
  - 3) Sovereign guarantee in the amount of one hundred percent (100%) of the Contract Amount; or
  - 4) Such form as may be specified in Annex A.
- (c) The Supplier shall submit the Performance Security within ten (10) calendar days from the signing of the Contract by both parties.
- (d) Unless otherwise specified in Annex A, GGGI shall return the Performance Security to the Supplier not later than thirty (30) days following the date of complete performance of the Supplier's obligations under the Contract, including warranty obligations, and upon issuance by GGGI of a signed letter addressed to the Supplier confirming such complete performance under the Contract.
- (e) GGGI shall have the right to unilaterally call the Performance Security when GGGI determines that:
  - 1) The Supplier, in violation of or contrary to its warranties under the Contract, does not have the required license, permit, power and/or authority to enter into and fully perform its obligations under the Contract;
  - 2) The Supplier fails to fulfil any of its warranties and obligations under the Contract; or
  - 3) The Supplier breached the Contract and failed to remedy the breach, if GGGI deems such breach remediable, within seven (7) calendar days from receipt of notice from GGGI.

**G-3 SUPPLIER'S LIABILITY AND INDEMNITY**

- (a) The Supplier shall be liable for and indemnify and hold harmless GGGI, its directors, officers, employees and agents in respect of:
- 1) any act or omission, whether negligent, tortuous or otherwise, of the Supplier, its directors, officers, employees, subcontractors or agents relating to or arising from the provision of the Goods as contemplated in this Contract;
  - 2) any breach by the Supplier, its directors, officers, employees, subcontractors or agents of any of the Supplier's obligations under this Contract;
  - 3) any death or injury to a person resulting from the Supplier's, its directors', officers', employees', subcontractors' or agents' negligence or recklessness;
  - 4) any infringement or alleged infringement of any patent, copyright, registered design, trade mark right, trade secrets or any other intellectual property rights of any third party by the use or sale of the Goods by GGGI (an "Intellectual Property Infringement"); or
  - 5) any failure of the Supplier, its directors, officers, employees, subcontractors or agents to comply with any applicable law, rule or regulation.
- (b) The Supplier shall indemnify, hold harmless and, subject to GGGI's privileges and immunities, defend GGGI, against all claims, damages, costs (including legal costs), expenses, taxes, penalties, liabilities, proceedings and losses arising from, out of or in connection with Clause G-3(a) 1) or 2) up to an amount equal to the greater of professional liability insurance proceeds or the Contract Amount, except that such ceiling shall not apply to actions, claims, losses or damages caused by the Supplier or its employees' reckless conduct or fraudulent behavior.
- (c) The Supplier shall fully indemnify, hold harmless and, subject to GGGI's privileges and immunities, defend GGGI, against all claims, damages, costs (including legal costs), expenses, taxes, penalties, liabilities, proceedings and losses arising from, out of or in connection with Clauses G-3 (a) 3), 4) or 5).

#### **G-4 INSURANCE**

- (a) Except as may be expressly provided herein, any insurance of GGGI will not apply to the Supplier, its employees or any permitted subcontractor used by the Supplier. All types of insurance are the sole responsibility of the Supplier who shall ensure that appropriate cover is in place before supplying the Goods. GGGI reserves the right to require evidence that the Supplier has taken out the necessary insurance.
- (b) If required under Annex A, the Supplier shall maintain at its own cost a comprehensive insurance policy including without limitation professional liability insurance in respect of any liability which may arise under Clause G-3 or any other provision of this Contract, and shall ensure that the minimum amount of cover per claim under such policy shall not be less than the Contract Amount stipulated in the Contract. Upon signing this Contract, the Supplier shall provide GGGI with a copy of the certificate of insurance evidencing the Supplier's satisfaction of the requirements hereunder and allow GGGI to inspect such document. However, neither inspection nor receipt of such certificate of insurance shall constitute acceptance by GGGI of the terms therefor nor a waiver of the Supplier's obligations hereunder.
- (c) If required under Annex A, the Supplier shall be responsible for appropriate insurance coverage and for assuring that any employees and subcontractors that it uses also maintain adequate insurance coverage. At GGGI's request, the Supplier shall promptly provide evidence to GGGI showing that such insurance has been taken out, maintained and that the current premium has been paid, including workers' compensation and employer liability insurance, or their

equivalents, in respect of the Supplier and its employees, in accordance with the provisions of applicable law.

#### **G-5 TECHNICAL SPECIFICATIONS**

- (a) The Goods shall conform to the technical specifications provided in Annex A (“Technical Specifications”). When no applicable standard is specified, the latest, authoritative standards customarily applicable to the Goods in the place where the Goods would be used shall apply.
- (b) The Supplier shall deliver Goods that conform to GGGI's environmental policy to, among others, conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimize the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment. GGGI shall indicate in Annex A specific sustainability and environmental requirements, including applicable eco-labels, if there are any.

#### **G-6 INSPECTION, TESTING AND ACCEPTANCE**

- (a) To confirm that the Goods comply with the Technical Specifications, the Supplier shall have the right to inspect and test the Goods at any time during manufacture and prior to shipment, and to inspect and test the Goods on or within a reasonable time after Delivery Date or Dates. The Supplier or its subcontractor(s) shall furnish all reasonable facilities and assistance, including access to drawings and production data and other relevant documents at no cost to GGGI. Details of the inspection and/or testing that GGGI requires, if there are any, shall be specified in Annex A.
- (b) The GGGI may reject the Goods when they are evaluated to be inadequate or not conforming to the Technical Specifications provided in Annex A. GGGI shall ask the Supplier to either rectify or modify/improve or replace the Goods, as necessary, and at no cost to GGGI, to meet the required specifications.
- (c) If the inspection and/or testing reveals that the Goods fully meet the Technical Specifications, GGGI shall accept the Goods by issuing a letter signed by the appropriate GGGI official certifying that the Goods were evaluated and found to be delivered according to the terms of the Contract. Such acceptance (“Final Acceptance”) shall not relieve the Supplier of the warranty obligations under this Contract.
- (d) In case the Goods do not satisfy the Technical Specifications in spite of the Supplier's continual remedying, GGGI shall, after mutual discussion, be entitled to return the Goods to the Supplier. In this case, the Supplier shall refund the full amount prepaid for any rejected Goods and shall indemnify GGGI against all losses, damages and any additional expenses that GGGI incurred to repair or replace the defective Goods.
- (e) The Supplier's consent to the inspection and/or testing of the Goods or inspection of any spare parts shall not release the Supplier from its warranties or other obligations under the Contract.
- (f) Unless otherwise agreed, the risk of loss and title to the Goods pass to GGGI upon the Final Acceptance.

#### **G-7 WARRANTIES AND REPRESENTATIONS**

- (a) The Supplier warrants that it has full capacity, authority and consent, including the consent of its parent company, where applicable, and that it possesses the necessary licenses, permits, and power to execute and perform its obligations under the Contract. The Supplier further warrants that the Contract is executed by the authorized representative of the Supplier.

- (b) All information contained in the Supplier's bid which GGGI accepted for the provision of Goods are true, accurate and not misleading, except those that the Supplier may have specifically disclosed in writing to GGGI before executing the Contract;
- (c) To the best of the Supplier's knowledge and belief, no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress, pending or being threatened against the Supplier or any of its assets that could materially and adversely affect the Supplier's ability to deliver the Goods under the Contract.
- (d) The Supplier is not subject to any contractual obligation that would materially and adversely affect the Supplier's ability to deliver the Goods under the Contract; nor has the Supplier done or omitted to do anything that could materially and adversely affect its assets, financial condition or position as a going business concern.
- (e) The Supplier has not filed nor is it facing proceedings for winding up its business or for dissolution, insolvency, bankruptcy, or the appointment of a receiver, liquidator, administrator or similar officer in relation to any of the Supplier's assets or revenue. The Supplier expressly warrants its financial viability.
- (f) The Supplier has undertaken all financial accounting and reporting activities required under the generally accepted accounting principles that apply to the Supplier and in the country where it is registered and has complied with applicable securities and tax laws and regulations.
- (g) The Supplier further warrants that Goods and spare parts, if any, supplied under the Contract have no defect(s) arising from design, materials, workmanship; or damage resulting from any act or omission of the Supplier, or those that may develop under normal use of the Goods and spare parts.
- (h) To ensure that the Supplier would correct or cause the correction of all defects, the Supplier extends the warranty against defects for a minimum period of three (3) months for supplies and/or one (1) year for equipment, counted after Final Acceptance or other such period as may be specified in Annex A.
- (i) The Supplier shall further be liable for implied warranties under applicable laws.
- (j) GGGI shall promptly notify the Supplier in writing of any claims arising under any or all of the express and implied warranties provided in the Contract. Upon receipt of such notice, the Supplier shall, within the period specified under sub-Clause (h) above, repair or replace the defective Goods or parts thereof, without cost to GGGI.
- (k) If the Supplier, after notice, fails to remedy the defect(s) within the period specified in sub-Clause (h) above, GGGI may take remedial action, as necessary, at the Supplier's risk and expense and without prejudice to any other rights which GGGI may have against the Supplier under the Contract and other applicable laws.

#### **G-8 DELIVERY AND DELAY**

- (a) Unless otherwise provided in Annex A, all shipments of the Goods shall be shipped by the Supplier DDP Seoul Headquarters of GGGI (INCOTERMS 2010).
- (b) Without in any way limiting sub-Clause (a) above, all transportation charges, import and export duties, insurance costs and any other costs and charges on the Goods delivered shall be borne by the Supplier.

- (c) The Goods shall be packed in standard packing conditions according to international commercial and industrial practice for international shipment. Without prejudice to foregoing, the Supplier shall apply proper anti-erosion and/or anti-rust compounds or coating, protective waterproof wrapping and/or packing, as the case may be.
- (d) The original copies of the invoices and packing lists are to be packed with the Goods, duplicates and other documents as required by the Supplier are to be sent separately and as quickly as possible in order to reach GGGI before the shipment arrives in the destination. The Supplier shall inform GGGI of shipping details, including bill of lading numbers, and number of packages, and its expected date of departure and arrival by email or facsimile within twenty-four (24) hours after the original shipping date.
- (e) Time is of the essence. Delivery of the Goods shall be made by the Supplier on the Delivery Date or Dates that GGGI has required in Annex A.
- (f) If the Supplier or its subcontractor(s) encounters conditions impeding timely delivery of the Goods, the Supplier shall notify GGGI in writing and at the soonest opportunity of the fact of the delay, its likely duration and cause(s). GGGI shall evaluate the situation and advise the Supplier if the Delivery Date or Dates can be extended.
- (g) Delay in delivery shall render the Supplier liable for liquidated damages provided in Clause G-9 below, unless GGGI extends the time of performance or when GGGI determines that the delay was due to Force Majeure, as defined in Clause G-15.
- (h) Delay may constitute default that may result in terminating the Contract, forfeiting the Supplier's Performance Security and/or awarding the Contract to another qualified Supplier.

**G-9 LIQUIDATED DAMAGES**

- (a) If the Supplier fails to deliver the Goods on the Delivery Date or Dates, GGGI may deduct from the Contract Amount, liquidated damages equivalent to 1% of the Contract Amount for every week of delay or part thereof until actual delivery or performance. The maximum allowable deduction for such liquidated damages shall be 10% of the Contract Amount.
- (b) Liquidated damages shall be imposed without prejudice to other remedies under the Contract and under applicable laws. Once the maximum allowable deduction for liquidated damages provided above is reached, GGGI may consider terminating the Contract based on the grounds provided in Clause G-17 below.

**G-10 GENERAL COVENANTS**

- (a) The Supplier covenants and agrees that it shall immediately notify GGGI in writing when:
  - 1) the Supplier merges with, acquires or transfers all or substantially all its assets to another entity;
  - 2) any person or entity acquires directly or indirectly the beneficial ownership of equity securities and, consequently, the power to elect a majority of the board of directors of the Supplier, or otherwise acquires directly or indirectly the power to control the policy making decisions of the Supplier;
  - 3) the Supplier is dissolved; applies for insolvency or bankruptcy; or otherwise admits in writing its inability to pay its outstanding obligations;

- 4) the Supplier is administratively or judicially declared insolvent or bankrupt, placed under receivership, administration, rehabilitation or liquidation;
  - 5) the Supplier's financial condition becomes significantly unstable and threatens to jeopardize the Supplier's ability to perform its obligations under the Contract;
  - 6) the Supplier loses any license or authorization required to perform its obligations under the Contract; or
  - 7) the Supplier faces any event beyond the control of the Supplier or a situation that makes it impossible for the Supplier to carry out its obligations under the Contract.
- (b) The Supplier and its employees shall immediately inform GGGI of any accident, injury or damage to the property of GGGI or to the property or person of any third parties occurring in or arising out of delivery of the Goods and any act, matter or thing which within the knowledge of the Supplier and its employees may have caused such accident or injury.
- (c) The Supplier shall not assign or subcontract this Contract or any part thereof except with the prior consent in writing of GGGI and only to a firm or a person approved by GGGI.
- (d) The Supplier shall not pay any commissions or fees; grant any rebates or give gifts or favors; or otherwise enter into any financial or business arrangements with GGGI personnel or their dependents during the Contract.

#### **G-11 GGGI'S RESPONSIBILITIES**

GGGI shall pay the Contract Amount, according to the agreed terms and manner of payment in the Contract and subject to the following conditions:

- (1) The Supplier's request(s) for payment shall be made to GGGI in writing; accompanied by an invoice prepared in accordance with Annex B "Rules for the Preparation of Invoices"; and upon fulfillment of other obligations stipulated in the Contract.
- (2) The Supplier shall submit such documents supporting the Supplier's invoice, as GGGI may reasonably require under Annex A.
- (3) Unless otherwise specified in Annex A, payments shall be made only after the appropriate GGGI official certifies that the Goods were evaluated and found to be delivered according to the terms of the Contract.
- (4) Except with the prior approval of the appropriate GGGI official, no payment shall be made for Goods not yet delivered under the Contract.

#### **G-12. CONFIDENTIAL INFORMATION AND UNAUTHORIZED COMMITMENT OF GGGI**

- (a) Both parties agree to respect each other's interest in maintaining the confidentiality of information. "Confidential Information" means: any information identified as confidential or proprietary by either party, or that ought reasonably under the circumstances to be treated as confidential or proprietary. Each party shall hold all Confidential Information provided to it by the other party in confidence and shall treat such Confidential Information with the same degree of care that it uses to protect its own Confidential Information, which must be no less than a reasonable degree of care. Each party shall also cause its employees, agents or sub-contractors to protect such Confidential Information at least at the same level of protection that is required under this provision. Either party may publicly disclose Confidential Information only after obtaining the written permission signed by an officer of the other party. Either party may disclose Confidential Information to the extent required by law or judicial order, if the prior written notice



of such disclosure is furnished to the other party as soon as possible in order to afford the other party an opportunity to seek a protective order.

- (b) Except with the prior written consent of GGGI, the Supplier shall, and shall cause Supplier's employees, agents or sub-contractors to, refrain from using such above information for the Supplier's employees', agents' and sub-contractors' own purposes. The Supplier shall not have authority to commit GGGI in any way whatsoever, and shall make this clear as circumstances require.

#### **G-13 CORRUPT AND FRAUDULENT PRACTICE**

GGGI, without prejudice to any other remedy for breach of contract may, by written notice, terminate this Contract if in its judgement, the Supplier has engaged in corrupt, fraudulent, coercive or collusive practices in competing for or in executing this Contract. For the purposes of this Clause:

- 1) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party in connection with the selection process or in the Contract execution in order to obtain or retain business or other improper advantage in the conduct of business.
- 2) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
- 3) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party in connection with the selection process or in the Contract execution in order to obtain or retain business or other improper advantage in the conduct of business.
- 4) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party, and includes any arrangements among the suppliers of goods (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GGGI of the benefits of free and open competition.

#### **G-14 SOCIALLY RESPONSIBLE AND ENVIRONMENTALLY SAFE PRACTICE**

- (a) The Supplier undertakes to commit to the principles of the UN Supplier Code of Conduct ([http://www.un.org/depts/ptd/pdf/conduct\\_english.pdf](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)), including the UN Global Compact (<http://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/index.html>).
- (b) The Supplier shall make its best effort in good faith to refrain from any act or omission that would be environmentally harmful during the performance of the Contract, and ensure that any act, result or occurrence related to, arising out of or in connection with the this Contract is not environmentally harmful. The Supplier shall at all times be in compliance with all environmental, health and safety laws of relevant jurisdictions, and observe any applicable international environmental, health and safety conventions and agreements, in connection with or during the performance of this Contract.

#### **G-15 FORCE MAJEURE**

- (a) For the purpose of this Contract, the term "Force Majeure", as employed herein shall mean acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions, and any other similar events, not within the control of either party and which by the exercise of due diligence neither party is able to overcome.

- (b) If either party is temporarily unable as a result of an event of Force Majeure to meet any obligations under this Contract, such party shall give to the other party written notice of the event within fourteen (14) days after its occurrence.
- (c) The parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.
- (d) Neither party shall be liable to the other party for loss or damage sustained by such other party arising from any event of Force Majeure or delays arising from such event.

**G-16 RELATIONSHIP OF THE PARTIES**

The Supplier shall have the legal status of an independent contractor vis-à-vis GGGI, and the Supplier's employees shall not be regarded, for any purposes, as staff members of GGGI under the GGGI Staff Regulations and Rules. Nothing contained in these Conditions or in this Contract shall be construed as establishing or creating any relationship other than that of independent contractor between GGGI on the one part and the Supplier and its employees on the other part.

**G-17 TERMINATION AND TERMINATION PROCEDURES**

- (a) GGGI may terminate the Contract immediately by notice when:
  - 1) the Supplier fails and/or delays to deliver the Goods on the Delivery Date or Dates or within the extended warranty periods that GGGI would grant under Clause G-7(h) above;
  - 2) the undelivered Goods amount to at least ten percent (10%) of the Contact Amount; or
  - 3) the Supplier fails to perform any other obligation under the Contract and the Supplier fails to cure such failure within 14 calendar days after having received written notice by GGGI.
- (b) When GGGI terminates the Contract in whole or in part under the above provisions, GGGI may procure similar Goods, and the Supplier shall be liable for any excess costs that GGGI may incur as a result. The Supplier shall continue performing its obligations provided under parts of the Contract that remain effective.
- (c) GGGI may also terminate the Contract when Force Majeure, as defined in Clause G-15 above, has blocked the performance of the Contract, in which case the termination will be in accordance with Clause G-15.

**G-18 LANGUAGE**

English shall be the sole language under this Contract and, except as otherwise agreed or required by GGGI, all communication, documentation and reports under this Contract shall be prepared and presented in the English language. In any dispute over language, the English version shall prevail.

**G-19 MISCELLANEOUS**

- (a) Amendments and Waivers: No modification, alteration or amendment of this Contract and no waiver of any provision hereof may be made unless such modification, alteration, amendment or waiver is set forth in writing signed by the parties hereto.
- (b) Sole Contract: This Contract, including all attachments and annexes hereto, constitutes the sole agreement of the parties relating to the subject matter hereof and supersedes all oral negotiations and prior writings with regard to the subject matter hereof.
- (c) Severability: If one or more provisions of this Contract are held to be unenforceable under applicable law, the parties will renegotiate such provisions in good faith. In the event that the

parties cannot reach a mutually agreeable and enforceable replacement for such provision then (i) such provision will be excluded from this Contract, (ii) the balance of this Contract will be interpreted as if such provision were so excluded and (iii) the balance of this Contract will be enforceable in accordance with its terms.

- (d) Counterparts: This Contract may be executed in several counterparts, each of which is deemed an original, but all of which together will constitute one and the same instrument.
- (e) Advice of Counsel: Each party acknowledges that, in executing this Contract, such party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Contract. This Contract must not be construed against any party by reason of the drafting or preparation hereof.
- (f) Survival of Clause: All terms and provisions of this Contract, including any annexes, which by their nature are intended to survive any termination or expiration of this Contract, shall so survive.
- (g) Exclusion of Third Party Rights: A person who is not a party to this Contract has no rights under any contract law of any jurisdiction or otherwise to enforce any term of this Contract in his/her or its favour except that legally recognised successors or permitted assignees shall be deemed to be a party to this Contract.
- (h) Cumulative Remedies: The rights, powers and remedies of GGGI under this Contract are cumulative and in addition to and not in substitution for any rights, power or remedy that may be available to GGGI at law or in equity.

#### **G-20 DISPUTE SETTLEMENT**

- (a) The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof.
- (b) If the Parties fail to settle any such dispute amicably within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, then the Parties agree that any such dispute shall be settled by arbitration in accordance with the United Nations Commission on International Trade (UNCITRAL) Arbitration Rules as at present in force. The appointment authority for such arbitration shall be the International Chamber of Commerce International Court of Arbitration. The number of arbitrators shall be three. The language to be used in the arbitral proceedings shall be English. The Parties agree to be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute. The arbitral tribunal shall have no authority to award punitive damages, nor to award interest in excess of five (5) per cent, and any such interest shall be simple interest only. The place of arbitration shall be Seoul, Republic of Korea.
- (c) Nothing in or relating to this Contract shall be construed as a waiver, renunciation or modification by GGGI of any immunities from suit or enforcement measures that it may enjoy under any international and national laws, any agreement between any parties or any international convention or customary international law.

#### **G-21 APPLICABLE LAW**

This Contract and any agreement to arbitrate under Clause G-20 shall be governed by the UNIDROIT Principles of International Commercial Contracts 2010.

**PURCHASE ORDER**

**PURCHASE ORDER NO:**

**DATE OF ORDER:**

**DATE BY WHICH GOODS MUST BE SHIPPED:**

**ADDRESS AND CONTACT DETAILS FOR GGGI:**

19F Jeongdong Building, 15-5 Jeong-dong, Jung-gu, Seoul, 100-784 Republic of Korea  
Telephone: +82-2-2096-9991 Fax: +82-2-2096-9990

**ADDRESS AND CONTRACT DETAILS FOR SELLER:**

**TERMS OF PAYMENT:**

**REFERENCE QUOTATION :**

**DETAILED DESCRIPTION OF GOODS TO BE SUPPLIED:**

**Goods to be supplied:**

**Quantity:**

**Price of each item (Korean Won or USD):**

**Total price (in currency of price listed for each item):**

**BANK DETAILS:**

**Name of account holder:**

**Account number:**

**Name of Bank:**

**Address of Bank:**

**Routing Number:**

**Swift Code:**

**BIC (international bank code):**

**NAME AND POSITION OF STAFF WHO PREPARED PURCHASE ORDER:**

**NAME AND POSITION OF STAFF WHO CHECKED and CONFIRMED THE PURCHASE ORDER:**

**NAME AND POSITION OF STAFF WHO APPROVED THE PURCHASE ORDER**

**NOTES:**

1. Seller's representative shall sign on the lower right corner of this Purchase Order for acceptance of order and fax the signed page to GGGI using the above fax numbers.
2. Suppliers shall be responsible for (a) providing non-toxic/non-hazardous packaging materials; (b) ensuring safe handling, transport and delivery, and labeling of containers; and (c) removal of packing debris (i.e. plastic/paper sheet covers, metal/plastic straps, etc.) from GGGI premises at the time of each delivery.
3. The goods are subject to inspection and acceptance upon delivery.
4. Address all statements of accounts and communications to GLOBAL GREEN GROWTH INSTITUTE, Attn. [Head of Procurement]. The original copies of the invoices and packing lists are to be packed with the goods, duplicates and other documents (2 sets are required) are to be sent separately and as quickly as possible in order to reach GGGI before the shipment arrives in Seoul. If possible, send shipping details, included bill of lading numbers, and number of packages, via Fax.

**I have read GGGI's standard terms and conditions on the following pages, which form an integral part of this contract and agree to be bound by them.**

Accepted and agreed by the authorized signatory for the above named seller.

Name:

Date:

Title:

## TERMS AND CONDITIONS

1. **ENTIRE AGREEMENT:** This Purchase Order, including these general terms and conditions, and any special conditions, specifications, drawing and other documents herein constitute the entire agreement between the parties.

2. **DEFINITIONS:**

“GGGI” means the Global Green Growth Institute.

“Seller” means supplier of the Goods to GGGI.

“Goods” means those articles, material, supplies, drawings, data and other property, and performance of all specified or required services, including but not limited to design, drafting, manufacturing, packing, loading, transportation, quality surveillance and testing, as required to be supplied by the Seller to GGGI in accordance with the Purchase Order and as described therein.

“Delivery Point” means the location, on the terms identified herein, set out under “Terms of Delivery” in the Purchase Order.

3. **ACKNOWLEDGEMENT AND ACCEPTANCE OF PURCHASE ORDER:** The Seller, by signing the acceptance copy of the Purchase Order and returning it to GGGI, signifies acceptance of the Purchase Order and of the terms and conditions governing the Purchase Order and thereby has entered into and executed the contract for the Goods and Services stated. The Seller may also signify his acceptance of the Purchase Order by sending telex/fax to GGGI, Attention: Head, Procurement Office.

4. **PRICE AND PAYMENTS:** The price of the Goods stated in the Purchase Order shall constitute the full compensation to the Seller for the Goods, and shall include, unless otherwise stated, all costs, fees and other charges of any kind incurred by the Seller related to the Goods prior to delivery of the Goods to GGGI at the Delivery Point. Payment will be made in accordance with the applicable provisions of the Purchase Order.

5. **PROGRESS PAYMENTS:** Each progress payment made to the Seller must be supported by an “on demand” banker’s guarantee to be provided by the Seller, the format of which shall be mutually agreed between the parties, unless otherwise expressly agreed by GGGI. All costs incurred in providing banker’s guarantees shall be borne by the Seller.

6. **CHANGES:** GGGI may make any change in the specifications including additions to, or deletions from, the quantities of the goods originally ordered. If any such change affects the amount due or the time of performance hereunder, an equitable adjustment shall be made by GGGI to the amount or to the time of performance by written change order.

7. **TERMINATION:** GGGI may at any time, at its option, terminate this agreement, in whole or in part, by giving written notice thereof to the Seller. In the event of such termination, the amount due under the Purchase Order shall be subject to an equitable adjustment, provided only that GGGI shall not be required to pay the Seller for the Goods ordered, but not delivered, which are part of the Seller’s standing stock.

If the Seller becomes insolvent or bankrupt, or enters into liquidation, or gives GGGI reasonable evidence of its inability to deliver the Goods as specified or fails to correct any nonconformity in the Goods, or performs in bad faith by willfully not observing the terms and conditions of this agreement, GGGI may, upon expiry of give (5) days’ written notice of default, terminate this agreement in whole or in part.

8. **DELAYS:** Time is of the essence. Failure by the Seller to deliver the Goods within the time specified in the Purchase Order or within a reasonable period of time if no time is specified shall, at the option of GGGI, relieve GGGI of its obligations to accept and pay for the Goods. Where delays in delivery are due to causes beyond the Seller’s reasonable control (such as act of nature, act of government, fire, general strike, flood, epidemic, war, riot or civil commotion), delivery shall be subject to an extension of the time for performance, provided the Seller has given GGGI written notice of delay within three (3) days of its commencement. The extent of any extension to the performance period shall be equal to the time actually lost by the Seller as a result of the delay.

9. **LIQUIDATED DAMAGES:** In case the Seller fails to deliver any or all of the Goods within the time specified in the Purchase Order, GGGI may, without prejudice to any other remedy it may have under the order, deduct from the order value, as liquidated damages, a sum equivalent to one-tenth of one percent (0.1%) of the contract value for each day of delay in delivery subject to a maximum amount of ten percent (10%) of the order value.

10. **INSPECTION, TESTING AND ACCEPTANCE:** GGGI’s authorized representatives shall have the right to inspect and test the Goods at any time during manufacture and prior to shipment, and to inspect and test the Goods within a reasonable period of time after their arrival at the place of final acceptance. Final acceptance of the Goods shall be given by GGGI only upon satisfactory completion

of such final inspection and testing which GGGI may not be able to perform until the Goods have been placed into the service for which they were purchased.

11. **WARRANTY:** The Seller warrants that the Goods shall be free from defect in design, material, workmanship and title; shall conform in all respects with the terms of the Purchase Order; and shall be of the best quality if no quality is specified. If any such defect of the Goods becomes evident within one year of operation, and GGGI so notifies the Seller within a reasonable period of time after discovery of the defect, the Seller shall thereupon promptly correct the defect at its expense.

If the Seller does not replace or repair the Goods as notified to the Seller as being defective within a period of time reasonable in the circumstances, GGGI shall have the right to remedy the said defect at the Seller's risk, cost and expense.

12. **PATENT-OF-DESIGN INDEMNITY:** The Seller shall at its expense, hold harmless and defend GGGI against any claim based upon a claim, rightful or otherwise that the Goods, or any part thereof, infringe a patent or registered design of the country of manufacture, sale or use.

13. **ASSIGNMENT/SUBCONTRACTING:** The Seller shall not assign or subcontract this agreement or any part thereof to third parties unless the Seller has obtained prior approval in writing from GGGI after informing GGGI of its own procurement plan and procedures.

14. **LANGUAGE:** All communications and documents, including invoices, relating to the Purchase Order shall be in English.

15. **LEGAL STATUS OF GGGI:** GGGI is a public international organization, established by an intergovernmental agreement known as the "Agreement on the Establishment of the Global Green Growth Institute" and has its principal office in the Republic of Korea, pursuant to the "Headquarters Agreement between the Global Green Growth Institute and the Government of the Republic of Korea". GGGI is exempt from any obligation to pay taxes and customs duties in the Republic of Korea under Article 11 of the above Headquarters Agreement.

16. **SOCIALLY RESPONSIBLE AND ENVIRONMENTALLY SAFE PRACTICE:** The Seller undertakes to commit to the principles of the UN Supplier Code of Conduct ([http://www.un.org/depts/ptd/pdf/conduct\\_english.pdf](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)), including the UN Global Compact (<http://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/index.html>). The Seller shall make all reasonable efforts in good faith to refrain from any act or omission that would be environmentally harmful during the performance of the agreement, and ensure that any act, result or occurrence related to, arising out of or in connection with this agreement, is not environmentally harmful. The Seller shall at all times be in compliance with all environmental, health and safety laws of relevant jurisdictions in connection with or during the performance of this agreement.

17. **ARBITRATION:** Any dispute arising out of or in any way relating to this Purchase Order or its interpretation or performance shall be referred to arbitration which shall take place in Seoul, Republic of Korea, and shall be settled under the United Nations Commission on International Trade (UNCITRAL) Arbitration Rules with arbitrators selected in accordance with the said Rules. The applicable law shall be the UNIDROIT Principles of International Commercial Contracts 2010. The award of arbitration shall be final and binding on both parties and shall be in lieu of any other remedy. Nothing in or relating to this agreement shall be construed as a waiver, renunciation or modification by GGGI of any immunities from suit or enforcement measures that it may enjoy under any international and national laws, any agreement between any parties or any international convention or customary international law.