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## INTERNATIONAL OLIVE COUNCIL

### EXECUTIVE SECRETARIAT

CONTRACT NUMBER - [to be completed by the Executive Secretariat]

CONTRACTING OF A TECHNICAL ASSISTANCE TO THE EXECUTIVE SECRETARIAT OF THE INTERNATIONAL OLIVE COUNCIL (IOC) FOR DEVELOPING A METHODOLOGICAL FRAMEWORK AND ASSOCIATED SOFTWARE TOOLS FOR THE OLIVE GROVE CARBON BALANCE RECOGNITION SCHEME UNDER THE FRAMEWORK OF VOLUNTARY CARBON CREDIT MARKETS

The International Olive Council (hereinafter referred to as “the IOC”), represented by its Executive Secretariat (hereinafter referred to as “the E.S.”), which is represented for the purposes of the signature of this contract by Jaime Lillo, **Executive Director**,

of the one part,

and

[official name in full]

[official legal form]

[statutory registration number]

[official address in full]

[VAT registration number]

(hereinafter referred to as “the Contractor”), which is represented for the purposes of the signature of this contract by [name in full and function,]

of the other part,



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HAVE AGREED TO

the **Special Conditions** and the **General Conditions** below  
and the following Annexes:

**Annex I** Tender Specifications (Invitation to Tender No [complete] of [complete])

**Annex II** Awarded Contractor's Offer (No [complete] of [complete])

**Annex III** Bank Account Change Request Form

which form an integral part of this contract (hereinafter referred to as “the Contract”).

The terms set out in the Special Conditions shall take precedence over those in the other parts of the Contract. The terms set out in the General Conditions shall take precedence over those in the Annexes. The terms set out in the Tender Specifications (Annex I) shall take precedence over those in the Tender (Annex II).

Subject to the above, the several instruments forming part of the Contract are to be taken as mutually explanatory. Ambiguities or discrepancies within or between such parts shall be explained or rectified by a written instruction issued by the E.S., subject to the rights of the Contractor under Article I.7 should they dispute any such instruction.

## **I – SPECIAL CONDITIONS**

### **ARTICLE I.1 - SUBJECT**

- I.1.1.** The subject of the Contract is to provide a Technical Assistance service for the development of the methodological framework and associated software tools for the olive grove carbon balance recognition scheme under the framework of voluntary carbon credit markets.
- I.1.2.** The Contractor shall carry out the tasks assigned to them in accordance with the Tender Specifications annexed to the Contract (Annex I) and in their offer (Annex II).



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## **ARTICLE I.2 - DURATION**

- I.2.1.** The contract shall enter into force upon signature by the contracting parties and shall terminate upon acceptance by the IOC of the detailed work or within a maximum period of two years.
- I.2.2.** Execution of the tasks may under no circumstances begin before the date on which the Contract enters into force.
- I.2.3.** The duration of the tasks, with the exception of possible corrections to the draft final deliverable (corrections to be made by the Contractor upon request from the E.S. after the last day of the performance period according to provisions of Annex I, Tender Specifications), shall not exceed **two years**. This period and all other periods specified in the Contract are calculated in calendar days. Execution of the tasks shall start from the date of entry into force of the Contract. The period of execution of the tasks may be extended only with the express written agreement of the Parties before such period elapses.

The E.S. is not obliged to respond to any request for an extension of the task duration received less than two months before the expiry of the execution period or with less than one third of the execution period remaining, whichever is shorter.

## **ARTICLE I.3 – CONTRACT PRICE**

- I.3.1.** The total amount to be paid by the E.S. under the Contract shall be EUR [amount in figures and in words] covering all tasks executed.

The awarded contractor must include all expenses associated with the performance of the contract, such as materials, transportation and travel expenses, as well as salaries and remunerations of their personnel.

The prices offered must include all rights and obligations set out in the specifications in Annex I.

- I.3.2.** Not applicable.

## **ARTICLE I.4 – PAYMENT PERIODS AND FORMALITIES**



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Payment for services shall be made on presentation of an invoice, together with the corresponding supporting documents for the services rendered. Payments shall be executed only if the Contractor has fulfilled all their contractual obligations by the date on which the invoice is submitted. Invoices shall be paid by bank transfer and must be sent exclusively by e-mail to the following address: [factura@internationaloliveoil.org](mailto:factura@internationaloliveoil.org).

#### **I.4.1. Invoicing**

Invoices must be prepared by the Contractor containing the following minimum information:

- the name and address of the Contractor;
- the date and number of the invoice;
- the Contract number mentioned on the first page of the contract;
- the price before and after any taxes;
- the rate and amount of any value added tax (VAT), if applicable;
- VAT registration number.

Invoices sent before approval of the applicable deliverable will be suspended until after the approval of the deliverable.

**I.4.5.** Not applicable.

**I.4.5.** Not applicable.

#### **ARTICLE I.5 – BANK ACCOUNT**

Payments shall be made to the Contractor's bank account denominated in euros, identified as follows:

Name of bank: [complete]

Address of branch in full: [complete]

Exact designation of account holder: [complete]

Full account number including codes: [complete]



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IBAN code: [complete]

SWIFT/BIC code [complete]

## **ARTICLE I.6 – GENERAL ADMINISTRATIVE PROVISIONS**

Any communication relating to the Contract shall be made in writing and shall bear the Contract number. Ordinary mail shall be deemed to have been received by the E.S on the date on which it is registered by the department responsible, as indicated below.

Communications shall be sent to the following addresses:

E.S:

Consejo Oleícola Internacional

Príncipe de Vergara, 154

28006 MADRID (ESPAÑA)

Or by email to:

iooc@internationaloliveoil.org

## **ARTICLE I.7– APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

**I.7.1.** The Contract shall be governed by the national substantive law of Spain.

**I.7.1a.** Without prejudice to Article I.7.2., in the event of a dispute between the Parties arising from the interpretation or application of the Contract, if it cannot be resolved through bilateral negotiation, the Parties agree to submit it to mediation.

If either Party sends written notice to the other Party expressing a desire to initiate mediation, and the other Party agrees in writing, both Parties shall jointly appoint a mediator within two weeks from the date of such written agreement.

If the Parties do not agree on the appointment of a mediator within this timeframe, either Party may request the appointment of a mediator from the Madrid Business Mediation Center of the Madrid Chamber of Commerce, in accordance with its current regulations at the time of submitting the mediation request.



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The mediator's written proposal, or their written conclusion stating that no proposal can be made shall be delivered within two months from the date of the written agreement by the second party to commence mediation. The mediator's proposal or conclusion shall not be binding on the Parties, who reserve the right to bring the dispute before the courts, as per Article I.7.2.

Within two weeks of the date of notification of the proposal by the mediator, the Parties can conclude a written agreement, duly signed by all Parties, based on the proposal.

The Parties agree to share equally the costs of mediation, excluding any expenses incurred by a Party in connection with the mediation.

**I.7.2.** Should any dispute arise between the Parties regarding the interpretation or performance of the Contract that cannot be resolved through amicable agreement, it shall be referred to the Court of Arbitration of the Madrid Chamber of Commerce. The Court will oversee the arbitration process and appoint an arbitrator in accordance with its current regulations in force at the time of the arbitration request.

The arbitral tribunal will consist of a single arbitrator. The place of arbitration shall be Madrid (Spain). The arbitrator's decision will be final and enforceable, with no opportunity for appeal. Each Party will bear their respective share of the arbitration costs as stipulated by the applicable arbitration regulations.

#### **ARTICLE I.8 – DATA PROTECTION**

Any personal data included in the Contract shall be processed solely for the purposes of the performance, management, and follow-up of the Contract by the IOC's Executive Director, without prejudice to possible transmission to bodies charged with monitoring or inspection tasks in conformity with applicable law. The Contractor shall have the right of access to their personal data and the right to rectify any such data that is inaccurate or incomplete.

#### **ARTICLE I.9 – OTHER SPECIAL CONDITIONS**

##### **I.9.1 Procedure for approval of deliverables**

.Not applicable.

##### **I.9.2 Models for the financial guarantees**

Not applicable.



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### **I.9.3 Penalties for failing to meet contractual obligations**

Should the Contractor fail to perform their obligations under the Contract to the highest expected professional performance standards, without prejudice to the Contractor's actual or potential liability incurred in relation to the Contract or to the E.S.'s right to terminate the Contract, the E.S. may decide to impose financial penalties representing up to 10% of the price specified in Article I.3.1 of the Contract. The Contractor may submit arguments against this decision within thirty days of the notification by registered letter with acknowledgement of receipt or equivalent. In the absence of a reaction on their part or of written withdrawal by the E.S. within thirty days of the receipt of such arguments, the decision imposing the financial penalties shall become enforceable.

### **I.9.4 Combined penalties and liquidated damages**

The combined amount of the penalty under Article I.9.3, together with the liquidated damages in Article II.16 cannot exceed 10% of the Contract price as specified in Article I.3.1 of the Contract.

### **I.9.5 Change of Bank Account**

Changes to bank accounts (as specified earlier in Article I.5) must be made through a written agreement signed by the Parties and must be indicated on the invoice or payment request. It is necessary to use the form included in the annex, duly completed with financial identification, signed, or endorsed by the official representative of the awarded contractor.

**I.9.6** Not applicable.

### **I.9.7 Termination by either contracting Party**

Either contracting Party may, of its own volition and without being required to pay compensation, terminate the Contract by official notification with a 90-day notice period. Should the E.S. terminate the Contract, the Contractor shall only be entitled to payment for the partial execution of the Contract. Upon receipt of the Contract termination notice, the Contractor shall take all appropriate measures to minimize costs, prevent damage, and cancel or reduce their commitments. They shall draw up the necessary documents as specified in the Special Conditions for the tasks performed up



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to the effective date of termination, within a period not exceeding sixty (60) days from that date.

## **II – GENERAL CONDITIONS**

### **ARTICLE II.1 – PERFORMANCE OF THE CONTRACT**

- II.1.1.** The Contractor shall perform the Contract to the highest professional standards. The Contractor shall have sole responsibility for complying with any legal obligations incumbent on him, notably those resulting from employment, tax and social legislation.
- II.1.2.** The Contractor shall have sole responsibility for taking the necessary steps to obtain any permit or license required for the performance of the Contract under the laws and regulations in force at the place where the tasks assigned to them are to be executed.
- II.1.3.** Without prejudice to Article II.3, any reference made to the Contractor's staff in the Contract shall relate exclusively to individuals involved in the performance of the Contract.
- II.1.4.** The Contractor must ensure that any staff performing the Contract has the professional qualifications and experience required for the execution of the tasks assigned to them.
- II.1.5.** The Contractor shall neither represent the E.S. nor behave in any way that would give such an impression. The Contractor shall inform third parties that they do not belong to the IOC staff.
- II.1.6.** The Contractor shall have sole responsibility for the staff who execute the tasks assigned to them.

The Contractor shall make provision for the following employment or service relationships with their staff:

- The staff executing the tasks assigned to the Contractor may not be given direct orders by the E.S.;
- The E.S. may not, under any circumstances, be considered the employer of the staff, and the aforementioned staff shall undertake not to invoke any rights arising from the contractual relationship between the E.S. and the Contractor.





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- II.1.7.** In the event of disruption caused by a member of the Contractor's staff working on the E.S.'s premises or if a member of the Contractor's staff does not meet the profile required by the Contract, the Contractor shall promptly replace them. The E.S. reserves the right to request the replacement of such staff, providing reasons for the request. Replacement staff must possess the necessary qualifications and be capable of fulfilling the Contract under the same contractual conditions. Any delays in task execution resulting from staff replacements in accordance with this Article shall be the responsibility of the Contractor.
- II.1.8.** If any unforeseen event, action, or omission directly or indirectly hampers the execution of tasks, whether partially or totally, the Contractor shall immediately, and on their own initiative, document and report it to the E.S. The report should include a description of the issue, the start date, and the remedial actions taken by the Contractor to ensure full compliance with their contractual obligations. In such cases, the Contractor shall prioritize resolving the issue over determining liability.
- II.1.9.** If the Contractor fails to fulfill their obligations under the Contract as stipulated, the E.S. may, without prejudice to its right to terminate the Contract, reduce or recover payments proportionally to the degree of non-compliance. Additionally, the E.S. may impose penalties or liquidated damages provided for in Article II.16.

## **ARTICLE II.2 – LIABILITY**

- II.2.1.** The E.S. shall not be liable for damage sustained by the Contractor in performance of the Contract, except in the event of willful misconduct or gross negligence on the part of the E.S.
- II.2.2.** The Contractor shall be liable for any loss or damage caused by themselves in performance of the Contract, including in the event of subcontracting under Article II.13. The E.S. shall not be liable for any act or default on the part of the Contractor in the performance of the Contract.
- II.2.3.** The Contractor shall provide compensation in the event of any action, claim, or proceeding brought against the E.S. by a third party as a result of damage caused by the Contractor in the performance of the Contract.



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**II.2.4.** In the event of any action brought by a third party against the E.S. in connection with the performance of the Contract, the Contractor shall assist the E.S. Expenditure incurred by the Contractor to this end may be borne by the E.S.

**II.2.5.** The Contractor shall obtain insurance against risks and damages relating to the performance of the Contract if required by relevant applicable legislation. They shall also obtain supplementary insurance as reasonably required by standard practice in the industry. Copies of all relevant insurance contracts shall be provided to the E.S. upon request.

### **ARTICLE II.3 - CONFLICTS OF INTEREST**

**II.3.1.** The Contractor shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the Contract. Such conflicts of interest could arise particularly due to economic interests, political or national affiliations, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interest arising during the Contract's performance must be promptly notified to the E.S. in writing. In case of such conflict, the Contractor shall immediately take all necessary steps to resolve it.

The E.S. reserves the right to verify the adequacy of these measures and may require additional measures, if necessary, within a specified time frame. The Contractor shall ensure that their staff, board members, and directors are not placed in situations that could give rise to conflicts of interest. Without prejudice to Article II.1, the Contractor shall promptly replace, at their own expense and without compensation from the E.S., any staff member exposed to such situations.

**II.3.2.** The Contractor shall refrain from any actions or contacts likely to compromise their independence.

**II.3.3.** The Contractor declares:

- That they have not made and will not make any tender of any type whatsoever that could confer an advantage under the Contract;
- That they have not granted and will not grant, sought and will not seek, attempted and will not attempt to obtain, accepted and will not accept any advantage, financial or in kind, to or from any party, where such advantage constitutes an illegal practice or involves corruption, directly or indirectly, as an inducement or reward relating to the execution of the Contract.



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**II.3.4.** The Contractor shall communicate all relevant obligations in writing to their staff, board members, directors, and third parties involved in the Contract's execution. Copies of the instructions provided and the commitments made in this regard shall be submitted to the E.S. upon request.

#### **ARTICLE II.4 – PAYMENTS**

**II.4.1.** Pre-financing:

Not applicable.

**II.4.2.** Interim payment:

Not applicable.

**II.4.3.** Payment of the balance:

Not applicable.

#### **ARTICLE II.5 – GENERAL PROVISIONS CONCERNING PAYMENTS**

**II.5.1.** Payments shall be deemed made on the date when the E.S.'s account is debited.

**II.5.2.** The payment periods referred to in Article I.4 may be suspended by the E.S. at any time if it informs the Contractor that their payment request is not admissible, either because the amount is not due or because the necessary supporting documents have not been properly submitted. In case of doubt on the eligibility of the expenditure indicated in the payment request, the E.S. may suspend the time limit for payment for the purpose of further verification, including an on-the-spot check, in order to ascertain, prior to payment, that the expenditure is eligible.

The E.S. shall notify the Contractor accordingly and set out the reasons for the suspension by registered letter with acknowledgment of receipt or equivalent. Suspension shall take effect from the date of dispatch of the letter. The remainder of the period referred to in Article I.4 shall begin to run again once the suspension has been lifted.

**II.5.3.** In the event of late payment, the Contractor shall be entitled to interest, provided that the calculated interest exceeds EUR 200. In case the interest does



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not exceed EUR 200, the Contractor may claim interest within two months of receiving the payment.

Interest shall be calculated at the rate applied by the European Central Bank to its most recent main refinancing operations (*“the reference rate”*), plus seven percentage points (*“the margin”*). The reference rate applicable on the first day of the month in which the payment is due shall be used for calculations. Interest shall be payable from the calendar day following the expiration of the payment deadline until the actual day of payment. It should be noted that the suspension of payment by the E.S. does not constitute late payment.

#### **ARTICLE II.6 – RECOVERY**

- II.6.1.** If the total payments made exceed the amount actually due under the Contract or if recovery is justified according to the Contract terms, the Contractor shall reimburse the excess amount in euros upon receipt of the debit note, in the manner and within the time limits set by the E.S.
- II.6.2.** In case of failure to pay by the deadline specified in the reimbursement request, the outstanding sum shall accrue interest at the rate specified in Article II.5.3. Interest shall be payable from the calendar day following the due date until the date the debt is fully repaid.
- II.6.3.** The E.S. may, after notifying the Contractor, collect certain, liquid, and enforceable credit titles through compensation when the Contractor similarly holds certain, liquid, and enforceable credit titles against the IOC. The E.S. may also enforce guarantees as stipulated.

#### **ARTICLE II.7 - REIMBURSEMENTS**

**II.7.1.** Not applicable.

**II.7.2.** Not applicable.

**II.7.3.** Not applicable.



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II.7.4. Not applicable.

II.7.5. Not applicable.

#### **ARTICLE II.8 – OWNERSHIP OF THE RESULTS - INTELLECTUAL AND INDUSTRIAL PROPERTY**

Any results or rights derived from the performance of the Contract, including copyright and other intellectual or industrial property rights, shall be owned solely by the IOC. The IOC may use, publish, assign, or transfer them as it sees fit, without geographical or other limitation, except where industrial or intellectual property rights existed prior to entering into the Contract.

#### **ARTICLE II.9 – CONFIDENTIALITY**

II.9.1. The Contractor undertakes to treat in the strictest confidence and not to use or disclose to third parties any information or documents related to the performance of the Contract. This obligation shall continue after the completion of the tasks.

II.9.2. The Contractor shall ensure that each member of their staff, board, and directors undertakes to respect the confidentiality of any information related, directly or indirectly, to the execution of the tasks. They shall not disclose or use such information or documents not publicly available for their own benefit or that of any third party, even after completion of the tasks.

#### **ARTICLE II.10 - USE, DISTRIBUTION AND PUBLICATION OF INFORMATION**

II.10.1. The Contractor shall authorize the IOC to process, use, distribute, and publish, for any purpose, through any means and on any medium, any data contained in or related to the Contract, including the identity of the Contractor, the subject matter, the duration, the amount paid, and the reports. Personal data processing shall comply with Article I.8.

II.10.2. Unless otherwise stipulated in the Special Conditions, the E.S. is not obligated to distribute or publish documents or information provided in the performance of the Contract. If the E.S. decides not to publish such documents or



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information, the Contractor may not distribute or publish them elsewhere without prior written authorization from the E.S.

- II.10.3.** Any distribution or publication of information related to the Contract by the Contractor shall require prior written authorization from the E.S. It must include a mention of the amount paid by the IOC and state that any opinions expressed are those of the Contractor only and do not represent the official position of the IOC.
- II.10.4.** The Contractor may not use information obtained during the Contract for purposes other than performance, unless expressly authorized in writing by the E.S.

#### **ARTICLE II.11 – TAXATION**

- II.11.1.** The Contractor shall bear sole responsibility for compliance with applicable tax laws. Non-compliance shall render the corresponding invoices invalid.
- II.11.2.** Not applicable.
- II.11.3.** Not applicable.
- II.11.4.** Invoices submitted by the Contractor must indicate their place of taxation for VAT purposes and separately specify amounts excluding VAT and amounts including VAT.

#### **ARTICLE II.12 – FORCE MAJEURE**

- II.12.1.** Force majeure refers to any unforeseeable and exceptional situation or event beyond the control of the contracting parties that prevents either party from fulfilling any of their obligations under the Contract. It should not result from error or negligence on their part or on the part of a subcontractor, and could not have been avoided with due diligence. Defects in equipment or materials, delays in their availability, labor disputes, strikes, or financial problems cannot be considered force majeure unless directly caused by a relevant event of force majeure.
- II.12.2.** In the event of force majeure, notwithstanding Article II.1.8, the affected party shall promptly notify the other party via registered letter with acknowledgment of receipt or equivalent. The notification shall state the nature, expected duration, and foreseeable consequences of the force majeure event.



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- II.12.3.** A contracting party shall not be deemed in breach of its contractual obligations if unable to perform due to force majeure. If the Contractor is unable to fulfill contractual obligations due to force majeure, they shall be entitled to remuneration only for tasks actually performed.
- II.12.4.** The contracting parties shall take necessary measures to minimize any resulting damage.

#### **ARTICLE II.13 – SUBCONTRACTING**

- II.13.1.** The Contractor shall not subcontract any part of the Contract without prior written authorization from the E.S., nor shall they allow the Contract to be performed by third parties in practice.
- II.13.2.** Even if the E.S. authorizes the Contractor to subcontract to third parties, the Contractor shall remain bound by their obligations to the E.S. under the Contract and shall bear sole responsibility for ensuring proper performance thereof.
- II.13.3.** The Contractor shall ensure that any subcontracting does not diminish the rights and guarantees to which the E.S. is entitled under the Contract.

#### **ARTICLE II.14 – ASSIGNMENT**

- II.14.1.** The Contractor shall not assign, in whole or in part, the rights and obligations arising from the Contract without prior written authorization from the E.S.
- II.14.2.** In the absence of the authorization referred to in paragraph 1 above, or in case of non-compliance with its terms, any assignment by the Contractor shall not be enforceable against the E.S. and shall have no effect.

#### **ARTICLE II.15 – TERMINATION BY THE E.S.**

- II.15.1.** The E.S. may terminate the Contract in the following circumstances:
- (a) where the Contractor is being wound up, is having their affairs administered by the courts, has entered into an arrangement with creditors, has suspended



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business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

- (b) where the Contractor has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country applicable to the Contract or those of the country where the Contract is to be performed;
- (c) where the E.S. has evidence or seriously suspects the Contractor, or any related entity or person, of professional misconduct;
- (d) where the E.S. has evidence or seriously suspects the Contractor, or any related entity or person, of fraud, corruption, involvement in a criminal organization, or any other illegal activity detrimental to the IOC's financial interests;
- (e) where the E.S. has evidence or seriously suspects the Contractor, or any related entity or person, of substantial errors, irregularities, or fraud in the award procedure or the performance of the Contract;
- (f) where the Contractor is in breach of their obligations under Article II.3;
- (g) where the Contractor was guilty of misrepresentation in supplying the information required by the E.S. as a condition of participation in the Contract's award procedure or failed to supply this information;
- (h) where a change in the Contractor's legal, financial, technical, or organizational situation could, in the E.S.'s opinion, have a significant effect on the performance of the Contract;
- (i) where execution of the tasks has not actually commenced within three months of the date foreseen, and the new proposed date, if any, is considered unacceptable by the E.S.;
- (j) where the Contractor is unable, through their own fault, to obtain any permit or license required for the performance of the Contract;
- (k) where the Contractor, after receiving formal notice in writing to comply, specifying the nature of the alleged failure, and after being given the opportunity





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to remedy the failure within a reasonable timeframe following receipt of the formal notice, remains in serious breach of their contractual obligations.

**II.15.2.** In the event of force majeure, as notified in accordance with Article II.12, either contracting party may terminate the Contract if performance cannot be ensured for a period corresponding to at least to one-fifth of the maximum planned duration.

**II.15.3.** Prior to termination under points c), d), e), h) or k), the Contractor shall be given the opportunity to submit their observations.

Termination shall take effect on the date when the Contractor receives a registered letter with acknowledgment of receipt terminating the, or on any other date specified in the letter of termination.

**II.15.4.** Consequences of termination:

If the E.S. terminates the Contract under this Article, without prejudice to any other measures stipulated in the Contract, the Contractor shall waive any claims for consequential damages, including loss of anticipated profits for uncompleted work. Upon receiving the termination letter, the Contractor shall take all necessary steps to minimize costs, prevent damage, and cancel or reduce their commitments. They shall prepare the necessary documentation as per the Special Conditions for tasks completed up to the termination date, within a period not exceeding sixty days from that date.

The E.S. may seek compensation for any damages suffered and recover any sums paid to the Contractor under the Contract.

Upon termination, the E.S. may engage any other contractor to complete the services.

The E.S. reserves the right to claim from the Contractor any additional costs incurred to rectify and complete the services, without prejudice to other rights or guarantees under the Contract.

**ARTICLE II.15a – SUBSTANTIAL ERRORS, IRREGULARITIES AND FRAUD ATTRIBUTABLE TO THE CONTRACTOR**

Where, subsequent to the award of the Contract, the award procedure or the Contract performance reveal substantial errors, irregularities, or fraud attributable to the



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Contractor, the E.S. reserves the right to: withhold payments; recover amounts already paid; terminate all contracts with the Contractor, proportionate to the severity of the errors, irregularities, or fraud.

#### **ARTICLE II.16 – LIQUIDATED DAMAGES**

If the Contractor fails to meet obligations under the Contract within specified time limits, then, without prejudice to the Contractor's actual or potential liability incurred in relation to the Contract or to the E.S.'s right to terminate the Contract, the E.S. may impose liquidated damages at a rate of 0.2% of the amount specified in Article I.3.1 per calendar day of delay, within the limits outlined in Article I.9. The Contractor may contest this decision within thirty days of notification via registered letter with acknowledgement of receipt or equivalent. In the absence of a response on the Contractor's part or written withdrawal by the E.S. within thirty days upon the acknowledgement of receipt of such arguments, the decision imposing the liquidated damages becomes enforceable. Liquidated damages are not applicable if interest for late completion is provided for. The Parties expressly acknowledge and agree that any sums payable under this Article are liquidated damages, not penalties, representing a reasonable estimate of fair compensation for foreseeable losses from non-performance.

#### **ARTICLE II.17 – CHECKS AND AUDITS**

- II.17.1.** The IOC is authorized to audit documents held by natural or legal persons receiving payments from the IOC budget, from Contract signature up to five years after balance payment.
- II.17.2.** The E.S. or an external body of its choice may audit under similar terms as the IOC, limited to compliance with contractual obligations, from Contract signature up to five years after balance payment.
- II.17.3.** The IOC may conduct on-the-spot checks and inspections up to five years after balance payment.

#### **ARTICLE II.18 – AMENDMENTS**

Any amendment to the Contract requires a written agreement between the contracting parties. Oral agreement are not binding.

#### **ARTICLE II.19 – SUSPENSION OF THE CONTRACT**

Without prejudice to the E.S.'s right to terminate the Contract, the E.S. may suspend Contract execution, in whole or in part, at any time and for any reason. Suspension



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begins on the day the Contractor receives notification via registered letter with acknowledgment of receipt or equivalent, or at a later date specified in the notification. The E.S. may, at any time, direct the Contract to resume work following suspension, without the Contractor being entitled to claim compensation.

**This contract is signed electronically on the date indicated in the respective signatures.**

The Parties agree that the electronic signature of this Agreement using the Xolido Sign tool shall be considered valid and legally binding. This Agreement shall be deemed to be an original for all purposes.

#### **SIGNATURES**

For the Contractor,

[*Company  
name/forename/surname/function*]

signature[s]: \_\_\_\_\_

Done at [place and date]

In duplicate in English.

For the IOC

The Executive Director

Name : ..... ,

signature[s]: \_\_\_\_\_

Done at [, [date]

Visa of Financial Delegate: █



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## ANNEX I: SPECIFICATIONS



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ANNEX II: AWARDED CONTRACTOR'S OFFER



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ANNEX III: BANK ACCOUNT CHANGE REQUEST FORM