

## MAG FRAMEWORK AGREEMENT CONTRACT FOR THE PROCUREMENT OF GOODS

**Title:** *Insert Name of Contract e.g., "Contract for the Provision of \_\_\_\_\_"*  
**Ref:** *Insert Contract Reference*  
**Date:** *Day / Month / Year*

### PARTIES

#### CONTRACTING AUTHORITY

##### MINES ADVISORY GROUP

**MAG in** *Insert Programme Name*  
 Represented By: *Insert details*  
 Registration Number: *Insert details*  
 Address: *Insert details*  
 Email address: *Insert details*  
 Phone Number: *Insert details*  
 VAT (Value Added Tax) number: *Insert details*

The Contracting Authority is referred to as "MAG" throughout this Agreement

##### THE SUPPLIER

Supplier Ref in MAG Database *Insert details*  
 Company Name *Insert details*  
 Represented By: *Insert details*  
 Registration Number: *Insert details*  
 Company Address: *Insert details*  
 VAT number: *Insert details*  
 Company Representative: *Insert details*  
 Email address: *Insert details*  
 Phone Number: *Insert details*

This Contract is between MAG and THE SUPPLIER.

### 1 Definition

- 1.1 'THE CONTRACT' means this agreement for the procurement of goods, including all annexes specified in 1.10.
- 1.2 'DELIVERY ADDRESS' means the address stated on the Purchase Order.
- 1.3 'MAG CODE OF CONDUCT FOR SUPPLIERS AND CONTRACTORS, means all the policies and statements published on MAG's Official Website on the section under the same name at <https://www.maginternational.org/accountability/tenders/>
- 1.4 'GOODS' means tangible products or materials (including any instalment of the goods or any part of them) described in the Purchase Order.
- 1.5 'INCOTERMS' means International Commercial Terms 2020, the trade terms published by the International Chamber of Commerce (ICC).
- 1.6 'PURCHASE ORDER' means the purchase order issued by MAG to the Supplier.
- 1.7 'PRICE' means the total price of the Goods as specified in Annex A (Item and Price Schedule) and any additional costs payable in accordance with this Contract.
- 1.8 'THE SUPPLIER' means the supplier of the Goods as set out in the Parties.
- 1.9 'SPECIFICATION' means any plans, designs, patterns, drawings, data, technical requirements, or any other information relating to the Goods that is agreed between MAG and the Supplier.
- 1.10 The 'ANNEXES' means all the following documents. They shall be included and an integral part of this Contract:

- 1.11 Annex A: Items and Price Schedule.
- 1.12 Annex B: General Conditions of Contract for the Procurement of Goods.
- 1.13 Annex C: MAG Mandatory Policies for Suppliers and Contractors, which is available at <https://www.maginternational.org/accountability/tenders/>
- 1.14 Annex D: [The Purchase Order](#), if issued by MAG.

## 2 NATURE OF FRAMEWORK AGREEMENT

- 2.1 This Framework Agreement ("CONTRACT") establishes the terms and conditions governing the relationship between MAG and the SUPPLIER for the provision of services as described in Annex A – Goods and Price Schedule. This Agreement establishes a framework for the potential purchase of goods at agreed-upon terms and prices during the specified term.
- 2.2 When required, MAG will place orders with the SUPPLIER, based on the list of items and prices listed in Annex A, Item and Price Schedule, to this FWA contract, through an authorised MAG Purchase Order.
- 2.3 Annex A will be formally reviewed on an annual basis by MAG against prevailing market conditions and inflation rate to assess continuing relevance and value for money.

## 3 DURATION OF THE FRAMEWORK AGREEMENT CONTRACT

- 3.1 This Framework Agreement shall remain in effect for a fixed term of **24 months** from the Effective Date or until the drawdown expenditure on the contract reaches the limit specified in the Agreement, whichever occurs earlier.
- 3.2 The Effective Date of this CONTRACT is the date on which the last party signs this Agreement.
- 3.3 In the event that the drawdown expenditure limit specified in the CONTRACT is not reached within the **24-month** term, this CONTRACT shall automatically terminate upon the expiration of the **24-month** period.
- 3.4 MAG may, at its sole discretion, extend the term of this CONTRACT for additional periods upon written agreement by both parties.
- 3.5 This should not be considered as an exclusivity agreement.

## 4 EXECUTION OF THE CONTRACT

### Delivery:

- 4.1 The details of the delivery as stated below:  
 Delivery location: *Insert the Delivery Location here*  
 Delivery Date: *Insert or modify accordingly*  
 Delivery time: *E.g. During Office Working hours.*  
 INCOTERMS: *Insert or modify accordingly*  
  
 Special Instructions before Delivery:  
*e.g., Call the Logistics Manager to number XX*  
*...*
- 4.2 Delivery Schedule: the delivery schedule is flexible. MAG will formalize every delivery request by sending to The Supplier a Purchase Order. The Purchase Order will contain all the delivery specifics. The total amount of goods requested by all the POs (Purchase Order) will match the total amount stated in The Contract Annex A - Item and Price Schedule. The final delivery is tentatively expected by *Insert date*.
- 4.3 The Supplier shall ensure that each delivery is accompanied by a Delivery Note which shows, as a minimum: the MAG Contract Reference number, the Purchase Order reference (if applicable), the number of packages and contents and, in the case of partial delivery, the delivery reference and the outstanding balance remaining to be delivered.
- 4.4 The Supplier shall ensure that each delivery is accompanied by all relevant documentation in relation to the nature of the goods, including Certificate of Origin, Certificate of Warranty, Dangerous Goods Certificate, etc.

### Specific Packaging requirements for this Contract

- 4.5 The goods should be delivered in compliance with the packaging requirements set in Annex B, General Conditions of Contract, Clause 3, and the following additional requirements:

- 4.5.1 add your text here
- 4.5.2 add your text here
- 4.5.3 add your text here

#### Specific Warranty for the purchased goods

- 4.6 The Supplier warrants upon delivery and for a period of **insert months** from the date of delivery that goods purchased under this Contract will conform in all material aspects to the applicable manufacturer's specifications for such goods and will be free from material defects in workmanship, material, and design under normal use.
- 4.7 The Supplier warrants that any subcontractors used in relation to execute this contract are compliant with the General Conditions of Contract for the Procurement of Goods as outlined in Annex B.
- 4.8 Specific rules related to this procurement are indicated below:
- 4.9 No components or good can have a place of origin in \_\_\_\_\_
- 4.10 **Insert specific requirement:** \_\_\_\_\_

#### Payment Process

- 4.11 The SUPPLIER shall issue invoice(s) based on the prices and currency set in Annex A, Items and Price Schedule, of this Contract.
- 4.12 The SUPPLIER has the ultimate responsibility to prove the goods have been delivered by presenting the Waybill or Delivery Note signed by MAG authorized staff.
- 4.13 The SUPPLIER will include on each invoice: the MAG Contract Reference number, the Purchase Order reference and the Waybill or the Delivery Note countersigned by MAG (as applicable). In case of multiple deliveries, the deliveries should be numbered, and the invoices contain clear reference to specific deliveries being charged to MAG.
- 4.14 Only invoices that comply with clause 4.13 will be formally accepted by MAG and processed for Payment. If the Invoice does not comply with clause 4.13, then the Invoice will be returned to the SUPPLIER for correcting and resubmitting.

#### Late Delivery and Contractual Penalties

- 4.15 MAG Retains the right to refuse deliveries after the delivery date and consequently cancel the specific delivery or terminate the entire contract, as specified in Section 6 Termination.
- 4.16 In the case that late delivery is accepted by MAG, The Supplier shall bear a penalty proportionally calculated on the agreed price for the delayed delivery based upon the total value of the PO.
  - Initial penalty: From the first day of delay: **2** % of the total value of the delayed goods.
  - Subsequent penalty: After 7 working days of delay, **0.2** % of the total value of the delayed goods for each extra day of delay.

#### Payment Currency, Terms of Payment, and Bank Details

- 4.17 The maximum amount of authorized procurement under this contract is specified in Annex A – Item and Price Schedule. The parties may agree in writing to increase the maximum amount of authorized procurement at any time.
- 4.18 The currency of all invoices resulting from this Contract is **Insert Currency Name**
- 4.19 All prices listed in Annex A – Item and Price Schedule are subject to any contrary agreement through the applicable INCOTERM, inclusive of all taxes, customs clearance, and delivery costs.
- 4.20 The agreed payment terms are stated below:  
  
.....  
.....

- 4.21 Payment shall be exclusively done by **cheque or bank transfer**. Bank Transfer may be affected by either MAG programme or MAG HQ (for large sums). **Under no circumstances will cash payments be made.**
- 4.22 Confirmation of The SUPPLIER Bank Account to which payments will be transferred:

Company Name:	<i>Add details here</i>
Bank Account Holder Name	<i>Add details here</i>
Bank Account number	<i>Add details here</i>
Bank Account Type:	<i>Standard, savings, other</i>
Bank Name:	<i>Add details here</i>
Bank Code:	<i>Add details here</i>
Bank SWIFT Code	<i>Add details here</i>
Routing instructions for payments:	<i>Add details here</i>

- 4.23 In the exceptional situation that the bank account from the Supplier needs to be modified, such modification will follow the steps below:
- 4.24 The Supplier will send to MAG an Official letter signed by the same Supplier Representative signatory of this contract or a higher authority in the company registered in the supplier Registration form. This letter can be sent in the form of an email from a supplier's domain email account or by post mail to the MAG Office address.
  - a) The letter will contain the reasons why the Bank Account is to be changed, the date that the change is effective (and for how long) and the outstanding balance that is to be paid in that bank account.
- 4.25 MAG may confirm the information provided in the Supplier's letter by contacting the Supplier by any means at any time.

## 5 OFFICIALS NOT TO BENEFIT

- 5.1 The SUPPLIER warrants that no employee, collaborator, or consultant of MAG has received or will be offered by The SUPPLIER any direct or indirect benefit arising from this Contract or the award thereof.
- 5.2 The SUPPLIER will notify MAG immediately in case any official from MAG requests any unofficial, or additional payment, or gift to their personal account. To raise any concern or report, write to [crime@maginternational.org](mailto:crime@maginternational.org).
- 5.3 The Supplier agrees that breach of this provision is a breach of an essential term of this Contract. Failing to report might be recorded in MAG supplier's database and could potentially impact the SUPPLIER engagement on business with MAG in the future.

## 6 TERMINATION

- 6.1 DUE TO FORCE MAJEURE, as specified in Annex B: General Conditions of Contract, Section 12. FORCE MAJEURE
- 6.2 DUE TO SUPPLIER FAILURE TO DELIVER: MAG may, by written notice, terminate the right of The SUPPLIER to proceed with deliveries or such part or parts thereof as to which there has been default, or if any delivery is late, MAG may cancel that single delivery or the entire Contract.
- 6.3 DUE TO DISQUALIFICATION OF THE SUPPLIER: as specified in Annex B: General Conditions of Contract, Section 15. DISQUALIFICATION CLAUSE
- 6.4 DUE TO CONTRACT BREACH: Either party may terminate this Contract or the Purchase Order with no notice and with immediate effect where the other is in material breach of any of its obligations and the breach is not capable of remedy or where the breach is capable of remedy, it fails to remedy the breach within 15 days of being required in writing to do so
- 6.5 DISCRETION: MAG may terminate this Contract or any Purchase Order for any reason at any time by giving 14 days prior written notice.

## 7 NOTICE PROVISION

- 7.1 Any notice required or permitted to be given by either party to the other under this Contract shall be in writing by any means which leaves certifiable evidence of its reception date by the other party and addressed to the other party at the address set out in this contract or such other address as may be notified by that party to the other in writing.

## 8 ORDER OF PRECEDENCE OF DOCUMENTS

- 8.1 In the event of inconsistencies within components of The Contract, a higher-ranking document takes precedence over a lower-ranking document:

- 8.2 This agreement for the procurement of goods.
- 8.3 The ANNEXES.
- 8.4 The Call for Tender or Request for Quotations as appropriate.
- 8.5 The Technical and financial offer submitted by The Supplier within the framework of the Call for Tender/Request for Quotation; also including all additional questions and answers and all other documents provided in the contract award process.

## 9 GENERAL PROVISIONS

- 9.1 No variation to this Contract shall be valid unless it is in writing and signed by both parties.
- 9.2 The Supplier be an independent contractor and nothing in this Contract shall render the Supplier an employee, worker, agent, or partner of MAG.
- 9.3 Nothing in this Contract shall create any partnership, joint venture, or similar relationship between the parties.
- 9.4 This Contract constitutes the entire agreement between the parties and supersedes any previous agreement or understanding in relation to its subject matter.
- 9.5 No waiver of any breach of the Contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, i.e., in addition to every other remedy provided herein or by law.
- 9.6 No third party shall have any rights under this Contract.
- 9.7 Official Communications. The parties agree that this Contract and the notices below may be sent to each other by email. MAG and The Supplier will only be allowed to use official domain email accounts for any official communication and any email received from a non-official domain will be discarded.
- 9.8 Electronic Signatures The parties intend that signatures in electronic non-modifiable format (such as .pdf files), constitute original signatures and bind all parties.
- 9.9 This agreement is made in two (2) copies; both originals are given to The Supplier and MAG, respectively.

<p>For and on behalf of <b>MAG in Programme</b></p> <p>Print Name:</p> <p>Sign Name:</p> <p>Position:</p> <p>Date:</p> <p>Signature &amp; Stamp:</p>	<p>For and on behalf of <b>The Supplier</b></p> <p>Print Name:</p> <p>Sign Name:</p> <p>Position:</p> <p>Date:</p> <p>Signature &amp; Stamp:</p>  <p>By signing this document, you are stating that you are the legal representative allowed to sign on behalf of The Supplier.</p>
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**<USE THE FOLLOWING SIGNATURE BOXES WHEN APPLICABLE TO LOCAL CONTRACTING PRACTICES – OR REMOVE THEM >**

Witnessed By:

<p>For and on behalf of <b>MAG in Programme</b></p> <p>Print Name:</p> <p>Sign Name:</p> <p>Position:</p>	<p>For and on behalf of <b>The Supplier</b></p> <p>Print Name:</p> <p>Sign Name:</p> <p>Position:</p>
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<p>Date:</p> <p>Signature &amp; Stamp:</p>	<p>Date:</p> <p>Signature &amp; Stamp:</p>
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**ANNEX A:**  
**ITEMS AND PRICE SCHEDULE (FIXED FOR \_\_ MONTHS)**

Line-item No.	Description of Goods	Unit / Form	Quantity	Unit Price	Total Price
001					
002					
003					
004					
005					
006					
<b>TOTAL AMOUNT (in Currency: &lt;Include Currency&gt;)</b>					

## ANNEX B:

# General Conditions of Contract for the Procurement of Goods (GCCPG)

The SUPPLIER agrees to the following general conditions:

### 1. SCOPE AND APPLICABILITY

1.1 These General Conditions of Contract for Procurement of Goods (GCCPG) apply to all deliveries of goods made to Mines Advisory Group (MAG) notwithstanding any conflicting, contrary, or additional terms and conditions in any purchase order or other communication from the SUPPLIER. No such conflicting, contrary or additional terms and conditions shall be deemed accepted by us unless and until we expressly confirm our acceptance in writing.

### 2. SHIPMENT AND DELIVERY

Unless otherwise agreed in writing:

2.1 All goods shall be delivered to the agreed place of delivery as stated in the Contract at The Supplier's risk of loss of or damage to the goods until delivery, unless otherwise provided for in the Contract.

2.2 Delays on the delivery of goods outside of the time stated in the delivery schedule or any other extension might be granted by MAG in writing are subject for The Supplier to pay a penalty fee, as stated in Clause 4.12. In the case of multiple deliveries scheduled, the penalty will be calculated according to the invoice value to the goods on each separate delivery delayed.

### 3. PACKING

3.1 The SUPPLIER is responsible for using a packaging that is suitable for the goods and the shipping method. The packaging should protect the goods from any damage during the shipment, the handling and storage at final destination.

3.2 Invoicing of, or a deposit on, packaging shall not be accepted by MAG, unless expressly agreed to in the Contract.

3.3 Any deposit on packaging, pallets, or containers, agreed in the Contract, shall necessarily be detailed on the SUPPLIER's delivery slips.

3.4 Each package of goods should be duly labelled according to applicable laws and specific requirements included in the Contract.

3.5 If applicable, the SUPPLIER commits to use wooden packaging (boxes, pallets) treated in conformity with NIMP 15 European Norm, in order to avoid any insect or larvas. If the goods purchased by MAG are meant to be exported, the respect of this rule is mandatory.

### 4. INSPECTION & ACCEPTANCE/ REJECTION

4.1 MAG shall be entitled to reject any goods delivered which are not in accordance with the Contract and shall not be deemed to have accepted any Goods until it has had a reasonable time to inspect them following delivery, or, if later, within a reasonable time after any latent defect in the Goods has become apparent.

4.2 In the case of goods purchased on the basis of specifications or samples or both, MAG shall have the right to reject the goods or any part thereof if they do not conform with the specifications of the Contract or the samples in the opinion of MAG.

4.3 MAG shall have the right to reject the goods if they are not delivered on time.

4.4 MAG shall have the right to reject the Goods in the event that the packing is not in accordance with the terms of the Contract.

4.5 When the goods or any part thereof have been rejected, MAG shall have the right, without prejudice to the provisions of Article 6, to demand from The SUPPLIER the prompt delivery of acceptable goods in replacement thereof in accordance with the Contract.

4.6 Goods or any part thereof in MAG possession which have been rejected by MAG must be removed at the SUPPLIER's expense within such period as MAG may specify in its notice of rejection.

4.7 Any inspection carried out by MAG, or its representatives, or any waiver thereof shall not prejudice the implementation of other relevant provisions of the Contract concerning obligations subscribed by the SUPPLIER.

4.8 Where MAG agrees in writing to accept delivery of the Goods by instalments, the Contract will be construed as a single Contract and not several and failure by the SUPPLIER to deliver any one instalment shall entitle MAG at its option to terminate the entire Contract.

4.9 After successful inspection and acceptance of the goods by MAG authorized personnel, MAG will sign the SUPPLIER's Waybill or Release Note, which shall be attached to the invoice to enable payment.

### 5. RISK AND PROPERTY OF THE GOODS

5.1 Unless any Incoterm specified in the Contract states otherwise, the risk of damage to or loss of the Goods shall remain with The SUPPLIER and pass to MAG only upon full inspection and acceptance by MAG in accordance with Article 4

5.2 Unless any Incoterm specified in the Contract states otherwise, the ownership of the Goods shall pass to MAG upon full inspection and acceptance by MAG in accordance with Article 4.

5.3 Goods or any part thereof in MAG possession which have been rejected by MAG be held at the latter's risk. Should The SUPPLIER fail to remove the goods as required by the notice of rejection, MAG may dispose of them, without any liability to The SUPPLIER whatsoever, in such manner as it deems fit

### 6. LIABILITY

6.1 MAG shall not be held liable to a third party for any damages caused in the exercise of respective duties under the Contract.

6.2 The SUPPLIER shall comply with all applicable laws, enactments, orders, regulations and other instruments relating to the manufacture, packing, packaging, marking, storage, handling, and delivery, as the case may be, of the Goods.

6.3 The SUPPLIER shall at all times maintain sufficient manufacturing capacity, stocks of raw materials and packaging, and stocks of goods to enable it to meet the order placed by MAG.

6.4 In case The SUPPLIER fails to comply with any term of the Contract, including but not limited to failure or refusal to make deliveries within the agreed time limit and or the specifications or samples provided, it shall be liable for all damages sustained by MAG, and MAG may procure the goods from other sources and hold The SUPPLIER responsible for any excess cost occasioned thereby. MAG may collect damages from The Supplier in lieu of purchasing the goods from other sources. Goods corrected or replaced shall be subject to the terms of these Conditions in the same manner as those originally delivered hereunder.

### 7. WARRANTY

7.1 All warranties shall survive acceptance and payment

7.2 The SUPPLIER warrants the goods will be of satisfactory quality and fit for any purpose held out by Supplier or made known to The SUPPLIER at the time the order is placed; the goods will correspond with any relevant specification or sample;

7.3 The warranty does not cover damage resulting from misuse, negligent handling, lack of reasonable maintenance and care, accident, or abuse by anyone other than the SUPPLIER.

7.4 The SUPPLIER warrants that neither it nor its suppliers and subcontractors shall be involved in any way with (a) any illegal activities



or prohibited organizations; or (b) any activities related to terrorism. This includes ensuring that its staff, suppliers, and subcontractors are not listed on any sanction lists included in MAG's vetting procedures.

7.5 The SUPPLIER warrants that the SUPPLIER is taking reasonable steps (including but not limited to having in place adequate policies and procedures) to ensure it conducts its business (including its relationship with any contractor, employee or agent of The SUPPLIER) in such a way as to comply with the MAG Mandatory Policies for Suppliers and Contractors – In Article 19, and shall upon request provide MAG with information and documentation confirming its compliance.

7.6 The SUPPLIER shall notify MAG as soon as it becomes aware of any breach, or suspected or attempted breach, of the MAG Mandatory Policies for Suppliers and Contractors or THE SUPPLIER's Warranties and shall inform MAG of full details of any action taken in relation to the reported breach.

## **8. BANK GUARANTEE**

8.1 When specifically requested by MAG, a bank guarantee from a well reputed bank acceptable to MAG in the currency in which the Contract is payable and for an amount to be prescribed by MAG shall be obtained by The SUPPLIER at its own expense and deposited with MAG before conclusion of the Contract. In the event of any loss, damage and/or extra costs incurred by MAG by reason of The SUPPLIER's default, negligence or failure to perform the terms and conditions of the Contract or any part thereof, that part of any such loss, damage and/or extra costs shall be immediately and initially reimbursable to MAG from such guarantee without prejudice to its right to hold The SUPPLIER liable for the full amount of such loss, damage and/or extra cost. The guarantee shall be valid for a period of not less than thirty (30) days after the date of arrival at destination of the last specified delivery.

## **9. ASSIGNMENT AND INSOLVENCY**

9.1 The SUPPLIER shall not assign, transfer, pledge or make other disposition of the Contract, or any part thereof, or any of The SUPPLIER's rights, claims or obligations under the Contract except with the prior written consent of MAG.

9.2 Should The SUPPLIER become insolvent or should control of The SUPPLIER change by virtue of insolvency, MAG may without prejudice to any other rights or remedies, terminate the Contract by giving The SUPPLIER immediate written notice of termination.

## **10. ADVERTISING**

10.1 The SUPPLIER shall not advertise or otherwise make public the fact that it is a supplier to MAG without specific approval from MAG. Nor shall The SUPPLIER in any manner whatsoever use the name or logo of MAG, or any abbreviation thereof, in connection with its business or otherwise. Non-observance of these conditions shall entitle MAG to terminate the Contract, or any part thereof, and to hold The SUPPLIER liable for any damages which MAG has sustained as a result thereof.

## **11. FORCE MAJEURE**

11.1 Force Majeure, as used in this Article means strikes, lockout or other industrial disturbances, acts of the public enemy, wars (whether declared or not), blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar unforeseeable events which are beyond the parties' control and cannot be overcome by due diligence.

11.2 In the event of and as soon as possible and no later than one (1) week after the occurrence of any cause constituting Force Majeure, The SUPPLIER shall give notice and full particulars in writing to MAG of such occurrence or change if The Supplier is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The SUPPLIER shall also notify MAG of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of the Contract. On receipt of the notice required under this article, MAG shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to The SUPPLIER of a reasonable extension of time in which to perform its obligations under the Contract, or termination of the Contract if any delay will force an extension to the delivery schedule.

11.3 Notwithstanding anything to the contrary in the Contract, The SUPPLIER recognizes that the delivery of goods may be performed under harsh or hostile conditions caused by civil unrest. Consequently, delays or failure to perform caused by events arising out of, or in connection with, such civil unrest shall not, in itself, constitute Force Majeure under the contract.

11.4 Subject to Article 11.1, if the force majeure event prevails for a continuous period of more than 10 days, either party may terminate this Agreement by giving 5 days' written notice to the other party. On the expiry of this notice period the Contract will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of the Contract occurring prior to such termination.

## **12. CANCELLATION DUE TO EVENTS OF FORCE MAJEURE**

12.1 MAG shall have the right to cancel the Contract or any of the provisions thereof at any time in accordance with the provisions of Article 11 FORCE MAJEURE. In this event The SUPPLIER may charge MAG reasonable costs of expenses incurred by him until the time of such cancellation which will only be paid upon production by The SUPPLIER of supporting documents to the satisfaction of MAG.

12.2 Should delivery to MAG be prevented by prohibition of export or import, blockade, war, armed conflict, civil disturbance, industrial disturbance, or other similar cause beyond the control of either party, the Contract or the then unfulfilled part thereof may be cancelled at the discretion of MAG.

## **13. AUDIT AND COMPLIANCE**

13.1 The SUPPLIER shall allow any external auditor authorised by MAG to verify, by examining the documents and to make copies thereof or by means of on-the-spot checks of original documents, the implementation of the Contract and conduct a full audit, if necessary, on the basis of supporting documents for the accounts, accounting documents and any other document relevant to the financing of the project. The SUPPLIER shall ensure that on-the-spot access is available at all reasonable times. The SUPPLIER shall ensure that the information is readily available at the moment of the audit and if so requested, that the data be handed over in an appropriate form. These inspections may take place up to 5 years after the final payment.

13.2 The Supplier guarantees that the rights of any external auditor authorised by MAG carrying out verifications as required to carry out audits, checks and verification shall be equally applicable, under the same conditions and according to the same rules as those set out in this Article, to The Supplier's partners, and subcontractors. Where a partner or subcontractor is an international organisation, any verification agreement concluded between such organisation and the donor applies.

## **14. RULE OF ORIGIN AND NATIONALITY**

14.1 If any rules of origin and nationality are applicable due to donor requirements, limiting the eligible countries for the supply of goods, legal and natural persons, The SUPPLIER must adhere to these rules and be able to document and certify the origin of goods and nationality of legal and natural persons as required.

14.2 Failure to comply with this obligation shall lead, after formal notice, to immediate termination of the contract, and MAG is entitled to recover any loss from The SUPPLIER and shall not be obliged to make any further payments to the SUPPLIER.

## **15. DISQUALIFICATION CLAUSE**

15.1 The Contractor guarantees not to be in one of the situations listed below:

(a) Insolvent, bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

(b) to be convicted of a criminal offence;

(c) to be guilty of professional misconduct;

(d) to be non-compliant with 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 the SUPPLIER is established or those of the country where the contract is to be performed;

(e) to be guilty of fraud, corruption, involvement in a criminal organisation or any other illegal activity;

15.2 Contracts may not be awarded to candidates or tenderers which, during the procurement procedure:

(a) are subject to a conflict of interests;

(b) are guilty of misrepresentation in supplying the information required by the Contractor as a condition of participation in the contract procedure or fail to supply this information.

## **16. SETTLEMENT OF DISPUTES**

16.1 The parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of or in connection with the Contract including any disputes regarding the existence, validity, or termination. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2 Unless, any such dispute, controversy or claim between the parties arising out of or relating to the Contract or the breach, existence, termination or invalidity thereof is settled amicably under the preceding paragraph of this article within sixty (60) days after receipt by one party of the other party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either party to arbitration in accordance with the UNCITRAL Arbitration rules as at present in force, including its provision on applicable law. The place of arbitration shall be Manchester, UK (United Kingdom) and the language to be used in the proceedings shall be English. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall also have no authority to award interest. The parties shall be bound by any arbitration award rendered as a result of such arbitration which shall be the final adjudication of any such dispute, controversy, or claim.

## **17. APPLICABLE LAW & SEVERABILITY**

17.1 Both parties agree that their first responsibility is to comply with the applicable law.

17.2 All contracts entered into between the parties shall be governed by and construed in accordance with the laws of England and Wales without giving effect to any choice of law or conflict of law provisions.

17.3 Should any provision of these GCCPG be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, such provision may be modified by such court in compliance with the law giving effect to the intent of the parties and enforced as modified. All other terms and conditions of these GCCPG shall remain in full force and effect and shall be construed in accordance with the modified provision.

## **18. ETHICS AND MANDATORY POLICIES**

18.1 The SUPPLIER, its suppliers, and sub-contractors, shall

a) observe the highest ethical standards, and shall comply with all applicable laws, statutes, regulations, and codes (including environmental regulations and the International Labour Organisation's, international labour standards on child labour and forced labour) from time to time in force;

b) act in relation to the Contract in accordance with the principles of the Inter Agency Procurement Group Code of Conduct (published on MAG's Website on <https://www.maginternational.org/accountability/tenders/>);

c) comply with "MAG Mandatory Policies for Suppliers and Contractors" stated on <https://www.maginternational.org/accountability/tenders/>:

- MAG's Environmental Policy.
- MAG's Conflicts of Interest Policy.
- MAG's Safeguarding Policy.
- MAG's Ethical Statement.
- MAG's Financial Misconduct and Crime Policy.
- MAG's Data Protection Policy.
- MAG's Modern Slavery Statement.

d) If the SUPPLIER requires a hardcopy of the policies, they can be requested from program procurement.

## **19. DATA PROTECTION**

19.1 MAG is governed by a range of legislations including (in Europe), the General Data Protection Regulation (GDPR), Data Protection Act 2018 and the Privacy and Electronic Communications Regulation 2003 (PECR). MAG considers that the correct treatment of personal data is integral to our successful operations and to maintaining trust of the persons we deal with. We fully appreciate the underlying principles of the data protection regulations and adhere to the provisions. MAG will seek to ensure that data processed by third parties is compliant with any relevant regulations.