

ICCROM GENERAL TERMS AND CONDITIONS FOR THE PROCUREMENT OF GOODS, SERVICES AND WORKS

The present General Terms and Conditions for the Procurement of Goods, Services and Works (hereinafter referred to as “General Terms and Conditions”) set forth the general terms and conditions applicable to any Contract for Goods, Services or Works based on a Purchase Order for Goods, Services or Works issued by ICCROM and concluded by ICCROM and the Supplier, subject to any Special Conditions expressly set forth in the appropriate section of the Purchase Order Contract (hereinafter: POC), as the case may be.

SECTION A. DEFINITIONS

1. ABOUT ICCROM

ICCROM (International Centre for the Study of the Preservation and Restoration of Cultural Property) is an intergovernmental organization with headquarters in Rome, Italy and founded by UNESCO in 1956. As such it enjoys privileges and immunities due to entities having international legal personality, as foreseen by general rules of international law and by international treaties agreed, among others, with Italy. It is the only institution of its kind with a worldwide mandate to promote and improve the conservation practice of all types of cultural heritage through training, information, research, cooperation and advocacy.

2. DEFINITION OF OTHER EXPRESSIONS EMPLOYED IN THE PRESENT GENERAL TERMS AND CONDITIONS

1. Unless otherwise defined herein, capitalized terms and expressions used in the General Terms and Conditions shall have the following meaning:
 - 1.1. “Supplier” means the entity providing goods, services and/or works to ICCROM;
 - 1.2. “ICCROM Personal Data” means any Personal Data Processed by a Supplier on behalf of ICCROM pursuant to or in connection with the POC; it is here understood that

Data belonging to ICCROM constitute integral part of its archives, which, pursuant to relevant provisions and principles of international law, including Article II, section 4, of the Convention on the Privileges and Immunities of the United Nations, are inviolable;

- 1.3. “Contracted Processor” means a Supplier who processes ICCROM Personal Data;
- 1.4. “Subcontracted Processor” or “Subprocessor” means a Data Processor who, pursuant to or in connection with a contract concluded with a Supplier in connection with the performance of the POC, processes ICCROM Personal Data;
- 1.5. “Data Transfer” means:
 - (a) a transfer of ICCROM Personal Data from ICCROM to a Contracted Processor; or
 - (b) an onward transfer of ICCROM Personal Data from a Contracted Processor to a Subcontracted Processor, or between two seats of a Contracted Processor;
- 1.6. “Data Subject” means an identified or identifiable natural person to whom personal data may refer.

SECTION B. PROVISIONS APPLICABLE TO ALL PURCHASE ORDER CONTRACTS

3. GENERAL STANDARDS OF PERFORMANCE

1. The Supplier shall carry out its work with due diligence and efficiency, conform to a high standard of moral and ethical conduct, and exercise such skill and care in the production and delivery of the Goods, Services and/or Works as is consistent with generally accepted professional standards.
2. The Supplier shall keep accurate and systematic records of its work.
3. The Supplier shall promptly furnish ICCROM with any such information relating to the Goods, Services and/or Works as ICCROM may from time to time reasonably request.
4. The Supplier shall neither seek nor accept instructions from any authority external to ICCROM in connection with the production or delivery of the Goods, Services and/or Works.
5. The Supplier shall refrain from any action which may adversely affect ICCROM and shall fulfil its commitments with the fullest regard to the interests of ICCROM.
6. ICCROM reserves the right to require original receipts and to audit the Supplier’s accounts and records in the event that it has a good faith reason to believe that the Supplier has acted in violation of any of contract’s terms or applicable law.

4. PERSONNEL

1. As the Supplier has legal status independent of ICCROM, it shall be responsible for the professional and technical competence of its employees, officials, agents and representatives (hereinafter referred to as the “Supplier’s Personnel”) and/or its subcontractors and will select, for work under the Contract, reliable individuals who shall perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.
2. Should ICCROM determine that an individual employed or subcontracted by the Supplier has violated these standards or the terms of the Contract, ICCROM shall so inform the Supplier, who will take immediate steps to remove said individual from work under this Contract, without prejudice to its requirement for satisfactory completion of said work.
3. The Supplier’s Personnel:
 - (a) shall comply with all the terms and obligations of the Contract;
 - (b) shall not be considered in any respect as being employees, consultants, agents or affiliates of ICCROM;
 - (c) shall not have any power to commit ICCROM in respect of any obligation or expenditure whatsoever;
 - (d) shall not be conferred any privilege or immunity that ICCROM and its personnel enjoy as an intergovernmental organization.

5. DELIVERY AND SUPERVISION

1. Delivery of the works, goods or services shall be made by the Supplier to ICCROM or consignee, as appropriate, no later than the date set forth in the Purchase Order Contract to the delivery address set forth therein.
2. Any extension of the delivery date shall be agreed by ICCROM in writing and will generally not be acceptable where speed of delivery was considered a factor in the award of the Purchase Order.
3. The Coordinator as identified in the Purchase Order Contract, shall oversee the Supplier’s delivery of the Goods, Services and/or Works and verify that the Supplier carries out the tasks specified in this Contract and in accordance with the Coordinator’s specific directions and recommendations over the course of the Contract.
4. In case of any impediment, which may result in the Supplier not abiding by the terms of the Contract, the Supplier shall immediately notify the Coordinator; such notification shall not release the Supplier from fulfilling its obligations under the Contract. ICCROM may, at its discretion, however, accept deviations from the terms of the Contract without prejudice to any other rights and remedies set forth herein.

5. The Supplier undertakes to carry out all tasks and provide all works, goods or services necessary for the performance of the Purchase Order, including those which are not expressly provided for in the Purchase Order but implied by generally accepted professional standards.
6. Quality assurance is the responsibility of the Supplier. Adherence to the quoted item specifications and delivery schedule by the Supplier form an integral part of the Purchase Order.
7. ICCROM has the right to reject works, goods or services for unsatisfactory design, failure to comply with or meet required specifications, manufacturing defects, inadequate packaging, inadequate markings, non-standard construction, building or production, or other related quality problems.
8. Payment for rejected works, goods or services may be withheld by ICCROM until the replacement with deliverables of acceptable quality is received.
9. ICCROM may request the Supplier to issue a certificate of guarantee of quality, certifying that all works, goods or services supplied meet the specifications and/or quality specified.
10. Partial deliverables are not acceptable unless specifically agreed to in writing by the Parties.
11. For late delivery of works, goods or services, ICCROM shall be entitled to terminate the Contract, if the delay exceeds a period of 15 days, given the Date of Delivery established in the Purchase Order Contract, without incurring any liability for termination charges or any other liability of any kind. ICCROM may at its discretion, accept deviations from the deadline specified in the Contract, without prejudice to any other rights and remedies, up to a maximum 15 days.
12. If the supplier provides works, goods or services which are of inferior quality or do not conform to specifications, ICCROM will be entitled to terminate the Contract; in alternative, it may request the Supplier to pay liquidated damages to an extent to be assessed on a case-by-case basis and in any event not exceeding the 50% of the Maximum Amount Payable as established in the Purchase Order Contract. The application of this liquidated damages provision shall not relieve the Supplier of its obligations or liabilities pursuant to the Purchase Order.

6. EXAMINATION AND ACCEPTANCE

1. Before any payment, with the exception of advance payment if any, ICCROM shall evaluate the Goods, Services and/or Works. If they are deemed acceptable, ICCROM shall proceed with the payment as defined in the Contract. The Supplier shall provide, when applicable and possible, all facilities for any such evaluation.
2. If the Supplier incurs costs or expenses because of ICCROM's evaluation on the premises of ICCROM, or elsewhere, the Supplier may ask for reimbursement of duly documented and justified costs.

3. In case of rejection of the Goods, Services and/or Works provided, ICCROM will communicate the grounds for rejection and timeframe for addressing ICCROM's concerns. The Supplier will make every effort to address ICCROM's concerns within the given timeframe. A new evaluation may also be carried out by the representatives of both Parties if promptly requested by the Supplier and before ICCROM exercises any legal remedies. The Supplier shall bear the expenses of such an evaluation.
4. The evaluations shall be carried out in good faith.
5. The sole individual or individuals authorized to accept the Goods, Services and/or Works provided under the Purchase Order Contract, on behalf of ICCROM, are specified in the Purchase Order Contract itself.

7. PAYMENT

1. The price of the Goods, Services and/or Works shall be firm for the entire duration of the Contract and as stated in the Contract, and may not be increased, except by the express and written agreement of ICCROM. Payment will be completed when the goods are approved by the Coordinator as received in good order.
2. Advance payment shall only be made if expressly authorized by ICCROM in the Contract and only where normal commercial practice or the interests of ICCROM so require.
3. Unless expressly stipulated otherwise in the Contract, ICCROM shall make payment by means of a bank remittance, within thirty (30) days of acceptance of the Goods, Services and/or Works by ICCROM, and upon receipt of the corresponding invoice and any other documents specified in the Contract.
4. All original invoices must be submitted in English.
5. ICCROM shall not pay any charge for late payment unless this has been expressly agreed to in writing.
6. Payment shall not be made for Goods, Services and/or Works that have not been accepted as provided for in Article 4 of these General Terms and Conditions. Payment alone by ICCROM shall not be deemed to be acceptance of Goods, Services and/or Works.
7. ICCROM shall not be responsible for the payment of any additional compensation whatsoever in excess of the above Maximum Amount Payable, as specified in the Purchase Order Contract.
8. ICCROM shall have no liability for any bank fees or charges incurred for any reason or in any amount as a consequence of any payments to be made to the Supplier.

8. PERFORMANCE SECURITY

If ICCROM so requests in the Contract, the Supplier shall guarantee the due fulfilment of its obligations under the Contract by providing an unconditional and irrevocable bank guarantee serving as Performance Security from an established bank of good standing for an amount corresponding to 10% of the Contract value (exclusive of tax).

9. TAXES

1. The Supplier shall be personally responsible for the payment of taxes, charges or other levies, if any, with respect to compensation or other payments received from ICCROM.
2. ICCROM maintains a number of bilateral agreements in which countries confer upon ICCROM certain privileges and immunities, including tax exemption. The Supplier's price shall be net of any taxes or customs duties that would normally be payable for the Goods, Services and/or Works in the absence of such exemption. If it is subsequently determined that any taxes and duties from which ICCROM is exempted have been included in the price paid by ICCROM, the amount of such taxes and duties shall be refunded by the Supplier. In the event that the Supplier's price includes taxes or customs duties for which ICCROM is exempt, ICCROM may deduct such amount from the Contract price and payment of such corrected amount shall constitute full payment by ICCROM. In countries where ICCROM is not tax-exempt and where Goods, Services and/or Works are provided, the price shall include all taxes due by ICCROM under the fiscal legislation of such countries.

10. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

1. The Supplier guarantees that the Goods, Services and/or Works provided by it are unencumbered by any third party's proprietary rights.
2. All intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to the deliverables, products or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract, shall belong exclusively to ICCROM. At ICCROM's request, the Supplier shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to ICCROM.

11. CONFIDENTIALITY AND DATA PROTECTION

1. The Supplier shall not use any information acquired or developed in the course of this Contract for any purpose not authorized in writing by ICCROM. The following shall be deemed as "confidential": information, data and knowledge disclosed, given or in any

way and by any means obtained by the Supplier or its representatives, managers, employees, advisors and/or collaborators. The secrecy of aforementioned information, data and knowledge shall concern all information, data and knowledge found or discovered within the activity of the Receiving Party on behalf of the Principal and, in general, any legal, technical, economic, financial, administrative information concerning even only identification and personal data, as well as any document, on paper or electronic, digital or magnetic media, concerning the Parties and their respective activities.

2. The following shall not be considered as “confidential”:
 - Information, data and knowledge in the public domain at the time it has been disclosed to the Supplier or that has become public domain through legitimate means by the Supplier;
 - Information, data and knowledge whose disclosure is requested by law or statutes or by public authority measures, provided that the parties have previously concurred on the ways and means of such disclosure, unless differently stated by regulation, statutes or public authority.
3. The Supplier shall not spread or communicate, by any means, information, data and knowledge in any way obtained and is required to exercise the utmost discretion during the performance of the Contract. The Supplier may not communicate to any other person, government, or authority external to ICCROM any information known to it by reason of its contractual relationship with ICCROM which has not previously been made public, except with the written authorization of ICCROM. Nor shall the Supplier at any time use such information to private advantage. Confidential information, data and knowledge shall never be copied or reproduced, even partially. The Supplier undertakes to adopt protective and secrecy measures to protect confidential information, data and knowledge, as well as to assure that secrecy should not be compromised. Upon written request of ICCROM, the Supplier shall promptly return or, alternatively if requested, destroy any material (paper and/or electronic) relating to and/or referring to confidential information.
4. The Supplier shall be liable for any breach of confidentiality or any indirect disclosure that could harm the interests of ICCROM. The extent of any such liability shall be directly proportional to the extent of the damage caused.
5. The Supplier is personally bound to have such obligations respected by its employees, collaborators, contractors or suppliers of any kind of service who should become aware by legitimate means of confidential information, being personally responsible for any breach of the confidentiality obligations performed by the aforementioned subjects.
6. Secrecy obligations arising from the NDA shall not be deemed as breached should the Receiving Party become bound to disclose confidential information by virtue of law, statutes, administrative or judicial authority orders.
7. All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Supplier under this Contract shall be the property of ICCROM, shall be treated as confidential, and shall be returned and/or delivered only to authorized ICCROM officials in completion of work under this Contract.

8. The Supplier hereby declares that it received a copy of ICCROM Informative Notice Regarding the Processing of Data Collected from Suppliers and that it understands and expressly and without exception accepts its contents.

12. ADVERTISING

Unless authorized in writing by ICCROM, the Supplier shall not advertise or otherwise make public the fact it is supplying Goods, Services and/or Works to ICCROM. The Supplier shall not use the name, emblem, or official seal of ICCROM or any abbreviation of the names of ICCROM for advertising or for any other promotional purpose.

13. ANTI-FRAUD AND ANTI-CORRUPTION POLICY AND SOCIAL AND HUMAN RIGHTS

1. The Supplier shall abide by the ICCROM Supplier Code of Conduct and the ICCROM Anti-Fraud and Anti-Corruption Policy. The Supplier warrants that neither it, nor any individual working for the Supplier, including agents or sub-Suppliers, have offered or will offer third parties or seek, accept or be promised from or by third parties, for themselves or for any other party, any gift, remuneration, compensation or profit of any kind whatsoever, which could be interpreted as an illegal or corrupt practice. In addition, the Supplier warrants that no official or employee of ICCROM has been or shall be admitted by it to any direct or indirect benefit arising from this Contract or the award thereof.
2. The Supplier shall respect fundamental social and human rights, as established by international standards and by relevant international instruments and rules applicable to the Supplier. The Supplier further warrants that neither its staff, nor any of its affiliates or its subcontractors, nor any other recipients of funds under this Contract will commit violations of human rights.
3. The Supplier hereby confirms that neither it, its staff, nor any of its affiliates or its subcontractors, nor any other recipients of funds under this Purchase Order, have engaged in, or will engage in, any of the following activities:
 - i) support or funding, directly or indirectly, of any drug trafficking or terrorism related activities or any individuals or entities associated with terrorism;
 - ii) any practice inconsistent with the rights set forth in the Convention on the Rights of the Child;
 - iii) patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines (meaning those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980);
 - iv) sexual exploitation or abuse or exchanging any money, goods, services, offers of employment or other things of value, for sexual favours or activities, or engaging in any sexual activities that are exploitive or degrading to any person. The Supplier shall also take all appropriate measures to prevent such activities. For the purposes of this Purchase Order, sexual activity with any person less than

- eighteen (18) years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person, unless in the context of a marriage recognized as valid under the laws of the relevant country;
- v) any practice inconsistent with the rights set forth in the Convention of the Rights of the Child which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development;
 - vi) the sale or manufacture of anti-personnel mines or of components used in the manufacture of such mines;
 - vii) the transportation or provision of services of human beings for purposes deemed illegal in either the country of origin, sale or delivery of the Goods, Services and/or Works being provided under the Purchase Order Contract.
4. The Supplier warrants that neither it, its staff, nor any other recipients of funds under this Purchase Order, are listed in any sanctions list maintained by the United Nations Security Council; the United States Department of the Treasury, Office of Foreign Assets Control; or the European Union.

14. SUB-CONTRACTING, THIRD PARTIES

1. The Supplier shall not, without the prior and express written approval of ICCROM, assign, transfer, pledge, or make other disposition of this Contract or any part thereof, or any of the Supplier's rights or obligations arising out of the Contract to third parties or sub-contract any part of the work required under this Contract to third parties.
2. In the event that ICCROM authorizes the Supplier to sub-contract part or all of the obligations under the Contract to third parties, the Supplier shall nonetheless remain bound by its obligations to ICCROM under the Contract.
3. The Supplier shall be required to include in any sub-contract provisions enabling ICCROM to enjoy the same rights and guarantees in relation to its subcontractors as it enjoys in relation to the Supplier. However, the Supplier shall insert no language in any subcontract asserting or implying a direct relationship between ICCROM and said its subcontractors.
4. The terms of any sub-contract shall in any event be subject to the provisions of this Contract and the Supplier undertakes to obtain from any sub-contractor the acceptance in writing of the Purchase Order Contract and of the present General Terms and Conditions.

15. INSURANCE

1. The Supplier shall insure against all risks or loss, damage or injury caused by the Supplier, the Supplier's Personnel, or by any person acting on behalf of the Supplier during the performance of the Contract.
2. The Supplier shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
3. The Supplier shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees or its subcontractors to cover claims for personal injury or death in connection with this Contract.
4. The Supplier shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury or loss of or damage to property, arising from or in connection with the provision of the Goods, Services and/or Works or the operation of vehicles, boats, airplanes, or other equipment owned or leased by the Supplier or the Supplier's Personnel or its subcontractors performing work or services in connection with this Contract.
5. The Supplier shall, upon ICCROM's request, provide ICCROM with satisfactory evidence of the insurance required under this Article.

16. WARRANTY

1. The Supplier warrants that it is appropriately licensed to conduct business in the place of performance and is not the subject to any investigation or claim that could adversely affect Contract implementation and that the Goods, Services and/or Works are: (a) of the quality, quantity, and description required by the Contract; and (b) free from any right or claim of a third party, including rights or claims based on copyright, patent, or other industrial or intellectual property rights.
2. Breach of this warranty may result in Contract termination as allowed for in this Contract, and/or result in the Supplier being blacklisted from the ICCROM supplier database or other databases to which ICCROM subscribes or contributes to.

17. LIABILITY AND INDEMNITY

1. ICCROM shall neither be held liable, nor accept any claim for loss, damage, or injury

sustained by the Supplier or the Supplier's Personnel.

2. The Supplier shall indemnify, protect and defend, at its own expense, ICCROM and its agents and employees, from and against any and all actions, claims, losses or damages arising out of acts or omissions of the Supplier or the Supplier's Personnel in and relating to the performance of the Contract.

18. FORCE MAJEURE

1. In the event of any cause constituting force majeure, the affected Party (the "Affected Party") shall, as soon as possible, give notice and full particulars in writing to the other Party (the "Other Party"), of such occurrence or cause. On receipt of this notice, the Other Party shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Affected Party of a reasonable extension of time, suspension or termination of the Contract. It is only once the condition of force majeure has been agreed by the Other Party, who shall not unreasonably deny it, that the Affected Party shall be relieved from liability for non-performance of its obligations.
2. Force majeure as used herein means any unforeseeable and irresistible act arising from causes beyond the control and without the fault or negligence of the Affected Party that renders the Affected Party unable wholly or in part, to perform its obligations and meet its responsibility under the Contract. Such act shall include, but is not limited to: modification of laws or regulations, strikes, lock-out or other industrial disturbances, acts of terrorism, wars (whether declared or not declared), blockades, embargoes, insurrections, riots, civil disturbances, explosions, epidemics, landslides, earthquakes, storms, lightning, floods and washouts.

19. NON-WAIVER OF RIGHTS

Failure of, or delay by, ICCROM in the exercise of any rights or remedies provided by the Contract shall not be deemed a waiver of any rights of ICCROM, and shall not release the Supplier from fulfilling its obligations.

20. TERMINATION

1. Without prejudice to articles 4.11 and 17 above, if the Supplier fails to provide any or all of the Goods, Services and/or Works fully in accordance with the terms and conditions of the Contract including the time period specified, ICCROM may, by notice given in writing, terminate the performance of such parts or part thereof as to which there has been default without incurring liability or termination charges of any kind. In case payments were made in advance, the Supplier shall reimburse ICCROM for Goods, Services and/or Works fully or partially not provided.

2. Without prejudice to article 4.11 and 4.12 above, ICCROM shall have the right to terminate the Contract immediately without prior notice and indemnity, and demand the payment of any sums already paid to the Supplier if the Supplier is in breach of the Contract.

In particular, the following events are regarded as a breach of the Contract:

- i) the Supplier ceases operations wholly or for a large part; or
 - ii) does not comply with any conditions of the Contract; or
 - iii) submits false, materially inaccurate or misleading, or incomplete information; or
 - iv) offers incentives, inducements or other benefit to any ICCROM employees, including consultants and agents; or
 - v) does not provide the Goods, Services and/or Works or provides them in unsatisfactory in terms of quality, timing and manner.
3. In such a case, the Supplier shall be bound to compensate ICCROM for all damages, costs, and loss of interest, including all amounts due until the original termination date of the Contract, as well as all costs incurred by ICCROM in legal and non-legal proceedings, including those for legal assistance, as a consequence of having to terminate the Contract. ICCROM shall have the right to withhold any amount due under the present Article from any amount otherwise due to the Supplier from ICCROM under this or any other contract. In addition, ICCROM may procure the Goods, Services and/or Works from other sources and may hold the Supplier liable for any excess cost occasioned thereby, including transactional costs.
4. The provisions set forth in the present Article do not exclude the right of ICCROM to exercise other legal rights, including its right to impose liquidated damages or to demand payment or compensation for damages. ICCROM, at its own discretion, is legally entitled to carry out itself or to have carried out any contractual obligation for which the Supplier is in default, at the full expense and risk of the Supplier.

C. SPECIAL PROVISIONS APPLICABLE TO DATA PROCESSING

21. PROCESSING OF ICCROM PERSONAL DATA

1. Under this Section, it will be responsibility of the Supplier to comply with all Data Protection Laws and policies to which the Supplier itself is subject in the processing of ICCROM Personal Data.
2. The Supplier shall ensure that Data Processing be effected in such a way as to guarantee that the inviolability of ICCROM Personal Data is protected to the utmost possible degree. In addition, the Supplier shall respect the following commitments:
 - a) process personal data lawfully and fairly;

- b) collect and process personal data only for specific, explicit and legitimate purposes, agreed with ICCROM;
- c) use accurate and, where necessary, up-to-date, relevant and complete personal data that does not exceed the purposes for which they are collected or subsequently processed;
- d) keep personal data in a form that allows the identification of the data subject for a period of time not exceeding that necessary for the purposes for which they were collected or subsequently processed.

22. SUPPLIER PERSONNEL

The Supplier shall take reasonable steps to ensure the reliability of any of its employee or agent who may have access to the ICCROM Personal Data, ensuring that access is limited to those individuals who need to process/access the relevant ICCROM Personal Data, as strictly necessary for the purposes of the POC. The Supplier shall ensure that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality; and shall provide staff with specific instructions and training to ensure that personal data are processed in accordance with the provisions contained in this Section.

23. SECURITY

1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Supplier shall in relation to the ICCROM Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk.
2. In assessing the appropriate level of security, the Supplier shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

24. SUBPROCESSING

The Supplier shall not appoint (or disclose any ICCROM Personal Data to) any Subprocessor unless required or authorized by ICCROM.

25. DATA SUBJECT RIGHTS

1. Taking into account the nature of the Processing, the Supplier shall assist ICCROM by implementing appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of its obligations under this Section, as reasonably understood by ICCROM to respond to requests to exercise Data Subject rights.
2. The Supplier shall:
 - a) promptly notify ICCROM if it receives a request from a Data Subject under any Data Protection Law in respect of ICCROM Personal Data; and
 - b) ensure that it does not respond to that request except on the documented instructions of ICCROM or as required by Applicable Laws to which the Supplier is subject, in which case the Supplier shall to the extent permitted by Applicable Laws inform ICCROM of that legal requirement before the Supplier responds to the request, also in order to enable ICCROM to make contact with domestic authorities and take the necessary steps.

26. PERSONAL DATA BREACH

1. The Supplier shall notify ICCROM without undue delay upon the Supplier becoming aware of a Personal Data Breach affecting ICCROM Personal Data, providing ICCROM with sufficient information to allow ICCROM to meet any obligations to report or inform Data Subjects of the Personal Data Breach.
2. The Supplier shall co-operate with ICCROM and take reasonable steps as instructed by ICCROM to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

27. DATA PROTECTION IMPACT ASSESSMENT

The Supplier shall provide reasonable assistance to ICCROM with any data protection impact assessments, in each case solely in relation to Processing of ICCROM Personal Data by, and taking into account the nature of the Processing and information available to, the Supplier and any Subcontracted Processors.

28. DELETION OR RETURN OF ICCROM PERSONAL DATA

The Supplier shall promptly and in any event within 30 days of the date of cessation of any Services involving the Processing of ICCROM Personal Data, delete and procure the deletion of all copies of those ICCROM Personal Data.

29. AUDIT RIGHTS

The Supplier shall make available to ICCROM on request all information necessary to demonstrate compliance with the provisions of this Section, and shall allow for and contribute to audits, including inspections, by ICCROM or an auditor mandated by ICCROM in relation to the Processing of the ICCROM Personal Data by the Supplier or by Subcontracted Processors.

30. DATA TRANSFER

1. If ICCROM Personal Data processed under the present General Terms and Conditions by the Supplier are transferred between different countries, the Supplier shall ensure that they are adequately protected to the degree necessary in order to ensure their inviolability as established under applicable provisions and principles of international law.
2. The Supplier shall not transfer ICCROM Personal Data to a different country or different countries unless it has notified ICCROM in advance of the Data Transfer, providing all the relevant details and information, and ICCROM has authorized the said transfer.

SECTION D. GENERAL PROVISIONS

31. AMENDMENTS AND ADDITIONS TO THE CONTRACT

1. ICCROM personnel named or identified in the Purchase Order Contract are subject to change at any time without necessitating an amendment to the Contract. The Supplier shall be notified of any changes via mail or email, as soon as practicable.
2. All other provisions of the Contract and the Annexes thereto may be amended or supplemented only by means of a supplementary written agreement signed by the authorized representatives of the Parties.

32. PRIVILEGES AND IMMUNITIES

Nothing contained in the Contract or any course of dealing between the Parties shall be deemed a waiver, express or implied, of any privilege or immunity that ICCROM enjoys as an international organization, as defined in article 1.

33. APPLICABLE LAW

1. Given the status of ICCROM as an intergovernmental organization, the Parties expressly agree that the Contract shall be governed exclusively by the terms and conditions contained in the Purchase Order Contract and in the present General Terms and Conditions; with respect to issues not covered by the Purchase Order Contract and by the present General Terms and Conditions, it will be governed by the UNIDROIT Principles of International Commercial Contracts (2016); with respect to issues not covered by such Principles, it will be governed by generally accepted principles of international commercial law. In any event, the application of the rules of any domestic legal system is expressly excluded.
2. However, the Supplier shall be expected to comply with all applicable laws, ordinances, rules and regulations bearing upon the performance of its obligations under the terms of the Contract.

34. SETTLEMENT OF DISPUTES

1. Except as otherwise provided in the Contract, any dispute between ICCROM and the Supplier concerning the interpretation and performance of this Contract shall be settled by negotiation between the Parties.
2. If the dispute cannot be settled in accordance with paragraph 1 above or by another agreed mode of settlement, the matter shall, at the request of either Party, be settled by arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of signature of the Contract, as follows:
 - a) Request for Arbitration: A request for arbitration by either Party must be made in writing.
 - b) Sole Arbitrator: Upon the request for arbitration, the representatives of the Parties shall choose an arbitrator who will decide all questions presented in the dispute. If within sixty days after the request for arbitration the Parties have not reached agreement on the choice of a sole arbitrator, the sole arbitrator shall be appointed by the Secretary-General of the Permanent Court of Arbitration, acting as appointing authority, at the request of either Party.
 - c) Seat of the Arbitration: Arbitration proceedings shall be held in Rome, Italy.
 - d) Language: The arbitration proceedings shall be conducted entirely in English.
3. The costs of the arbitration, aside from each side's respective legal costs, shall be borne equally by the Parties.
4. Any arbitration award rendered in accordance with paragraph (b) above shall be final and binding on the Parties.
5. Apart from arbitration, there is no other means of dispute settlement available to the Parties, unless they otherwise expressly agree in writing.

35. SURVIVAL OF TERMS

The provisions of this Contract which, by their nature, should remain in effect beyond the termination or expiry of the Contract, including, but not limited to obligations under Articles 9, 10, 11, 12, 15, 17 and 24 of the General Terms and Conditions shall survive without any time limit.

36. SEVERABILITY

The invalidity or unenforceability of any particular provision of the Purchase Order Contract and/or of the present General Terms and Conditions shall not affect the other provisions and shall not relieve any of the parties from its obligations hereof.

37. CONTRACT EXECUTION

This Contract, including any amendments may be executed in counterparts, which, when taken together, will constitute one Contract. Copies of this Contract will be equally binding as originals and faxed, or scanned and e-mailed counterpart signatures will be sufficient to evidence execution, though ICCROM may require the Supplier to execute an original signed Contract.