1. OFFER. The Purchase Order and these General Terms and Conditions (“PO”) constitute an offer by the World Bank Group member specified in this PO (“Purchaser”), to the party to whom this PO is addressed (“Vendor”) to contract for Vendor to provide to Purchaser the goods and/or services specified in this PO (“Goods” and “Services,” respectively) at the price specified in this PO. Vendor’s acceptance is limited to the terms and conditions of this offer and Purchaser’s request to accept or decline the offer within thirty (30) days. For the purpose of this PO the “World Bank Group” means the International Bank for Reconstruction and Development, the Multilateral Investment Guarantee Agency, the International Finance Corporation, the International Development Association, and the International Centre for the Settlement of Investment Disputes. (b) “World Bank” means the International Bank for Reconstruction and Development. (c) “Affiliates” means all members of the World Bank Group other than Purchaser.

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

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

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

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

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

7. TITLE AND RISK OF LOSS (Goods Only). Vendor represents and warrants that Vendor has title to the Goods and is fully qualified to sell, lease, or license the Goods. Title to all Goods furnished hereunder will be transferred free and clear of all liens, claims, security interests, and other encumbrances when title thereto passes to Purchaser. Title will pass to Purchaser on the earlier of the date that Purchaser (a) pays for the Goods; (b) takes delivery of the Goods; or (c) terminates this PO for default. Vendor assumes all risk of loss or damage for Goods until such time that title thereto passes to Purchaser.

8. INVOICING AND PAYMENT. Unless otherwise stated in this PO, Vendor will: (a) invoice Purchaser for the amount due under this PO within thirty (30) days of delivery of the Goods or performance of the Services; and (b) keep updated Vendor’s primary contact with Purchaser’s primary point of contact for the PO and maintain bank information and representative contact details, prior to submitting any invoice, in accordance with Purchaser’s instructions and this PO. The invoice will include the PO number and, if applicable, item number, description of the Goods or Services, quantities, unit price, totals, and remittance bank information. Unless otherwise stated in this PO, Purchaser will pay Vendor within thirty (30) days of receipt of an invoice that is correct and complete, and in any event, is free from all taxation and customary duties under its constituent treaty. Vendor authorizes Purchaser to deduct from any invoice presented in connection with this PO any erroneous allocation for taxation or duties, without prior notice to Vendor and without cost to Purchaser. Payment of such corrected invoiced amount will constitute full payment by Purchaser.

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

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

11. CONFIDENTIALITY. All information disclosed by, or on behalf of, Purchaser or any other member of the World Bank Group to Vendor, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated or otherwise identified as confidential, and all information otherwise related to the Goods and Services to be provided under this PO (“Confidential Information”) is confidential. Vendor will only use Confidential Information as necessary to deliver the Goods or perform the Services under this PO and will not disclose Confidential Information to any third party without Purchaser’s express written consent. Upon Purchaser’s request, Vendor will promptly return or destroy, as instructed by Purchaser, all Confidential Information.

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

13. WORLD BANK GROUP VENDOR POLICIES AND PROCUREMENT INTEGRITY

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

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

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

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

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

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

15. SUBCONTRACTORS. Vendor will not delegate or subcontract any of its obligations under this PO without Purchaser’s prior written consent in each case. Vendor will: (a) ensure that any subcontractors performing work under this PO comply with the terms and conditions of this PO, and (b) remain responsible and liable for the acts and omissions of any such subcontractors.
16. INTELLECTUAL PROPERTY.
   a. All intellectual property rights, whether registered or unregistered and
      including copyrights, patents, trademarks, trade secrets, know-how and
      moral rights, (collectively, "Intellectual Property Rights") in and to all
      documents, work products, and other materials that are delivered to
      Purchaser under this PO or prepared by or on behalf of Vendor in the course
      of performing the Services (collectively, the "Deliverables") will be owned
      exclusively by Purchaser. Vendor hereby irrevocably assigns and will cause
      its employees to irrevocably assign to Purchaser, in each case without
      additional consideration, title and interest throughout the world in and
      to the Deliverables, including all Intellectual Property Rights therein.
      Vendor will cause its employees to irrevocably waive, to the extent permitted
      by applicable law, any and all claims such employees may now or hereafter
      have in any jurisdiction to moral rights or rights of droit moral with respect to
      the Deliverables.
      b. Notwithstanding the foregoing, Vendor and its licensors are, and will remain,
      the sole and exclusive owners of all right, title and interest in and to the
      deliverables, including all Intellectual Property Rights therein.
   c. Vendor will promptly reimburse Purchaser, within thirty (30) days after receipt of
      a written request, the amount of any such overpayment.

17. INFORMATION SECURITY POLICY. If Vendor will access Purchaser systems or
    information, electronic or otherwise, Vendor will abide by the World Bank
    Group’s Information Security Policy for Contractors available upon request
    and on Purchaser’s website: https://www.worldbank.org/en/about/corporate-
    procurement/vendors.

18. PERSONAL DATA. To the extent Vendor is required to process personal
    data on behalf of Purchaser under or in connection with this PO, Vendor will comply
    with the Data Protection Annex, which is available upon request and at Purchaser’s

19. AUDIT. Vendor will maintain complete and accurate records relating to this
    PO, including records supporting all amounts invoiced under this PO, in
    accordance with sound and industry accepted accounting practices. Vendor will make
    such records available to Purchaser and Purchaser’s representatives at all reasonable times
    until the expiration of three (3) years after the date of the final payment, for
    the purpose of auditing this PO. In the event an audit determines that Purchaser has
    overpaid Vendor, Vendor will reimburse Purchaser, within thirty (30) days after receipt of
    a written request, the amount of any such overpayment.

20. INDEMNIFICATION. To the fullest extent permitted by law, Vendor will
    indemnify and hold harmless Purchaser, its officers, directors, employees and
    Affiliates from and against all claims, suits, damages, and losses, including
    reasonable attorneys’ fees and expenses and settlement amounts, arising from
    (a) Vendor’s negligence, wrongful acts or omissions; (b) Vendor’s breach of the terms
    of this PO; (c) any claim that the Goods or Services, or any part or use thereof,
    infringe a third party’s intellectual property rights; or (d) any claim made by a Vendor
    employee or subcontractor in connection with the supply of Goods and Services
    under this PO.

21. TERMINATION FOR CONVENIENCE. Purchaser may at any time upon
    written notice to Vendor terminate this PO, in whole or in part, if Purchaser
    determines, in its sole and absolute discretion that termination is in its interests.
    In the event of such termination, Vendor will be entitled to be paid for Goods
    delivered or Services properly performed prior to the termination date, provided,
    however, that: (a) such payment will not exceed the total value of this PO and
    (b) Vendor will promptly return to Purchaser any amount paid by Purchaser for Goods
    not delivered or Services not performed as of the termination date. Vendor is not
    entitled to, and expressly waives, payment for profit on any Goods or Services not
    delivered or performed as of the termination date.

22. TERMINATION FOR DEFAULT. If (a) Vendor fails to deliver the Goods or
    perform the Services required by this PO within the time specified in or in the manner
    required by this PO, (b) the Goods or Services do not conform, in all respects, to
    the requirements of this PO, (c) Vendor becomes insolvent or unable to meet its
    payment obligations when due, (d) Vendor breaches any representations or
    warranties made under this PO, or (e) Vendor otherwise breaches any material
    obligations under this PO, Purchaser may terminate this PO for default. Purchaser
    may, but is not required to, provide Vendor an opportunity to cure such default. If
    Purchaser terminates for default, and without prejudice to any other rights or
    remedies, Contractor will (y) promptly return to Purchaser any amount paid by
    Purchaser for Goods not delivered or Services not performed as of the effective
date of the termination, and (z) be liable to Purchaser for any excess costs
    Purchaser incurs in connection with re-procuring the Goods and Services.

23. CONSEQUENTIAL DAMAGES. Neither party will have any liability under this
    PO for indirect, incidental, special, punitive, or consequential damages, provided
    that this limitation will not apply to liability arising out of (a) fraud or intentional
    misconduct or (b) Vendor’s indemnification obligations.

24. ASSIGNMENT. Vendor will not assign this PO or any monies due or to
    become due under this PO without Purchaser’s written consent. Purchaser
    may, at its sole option and without Vendor’s consent, assign this PO to any other
    member of the World Bank Group.

25. DISPUTES. Any dispute, controversy or claim arising out of or relating to this
    PO, or the breach, termination, or invalidity of this PO, will be settled exclusively
    by arbitration in accordance with the UNCITRAL Arbitration Rules. The seat of the
    arbitration will be Washington, D.C., USA. Any resulting arbitral decision will be
    final and binding. Pending final resolution of any claim, dispute, or action arising
    under or related to this PO, Vendor will, if requested by Purchaser, proceed
    diligently with the performance of this PO. This PO will be governed by and
    construed in accordance with the UNIDROIT Principles of International Commercial
    Contracts (2016).

26. FORCE MAJEURE. Neither party will be liable for a failure or delay in
    performance of its obligations under this PO to the extent caused by unforeseen
    circumstances beyond its reasonable control, including acts of God, natural
    disasters, terrorism, riots, or war. For the avoidance of doubt, insufficiency of funds,
    financial distress, changes in market prices or conditions, or other forms of hardship
    will not constitute unforeseen circumstances beyond a party’s reasonable control.

27. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE. This PO, together
    with any Purchaser documents referenced in this PO, constitutes the sole and
    entire agreement of the parties with respect to the subject matter of this PO, and
    supersedes all prior negotiations, understandings, agreements, representations,
    warranties, and communications, both written and oral, with respect to such matters.
    This agreement expressly excludes and prevails over any of Vendor’s general terms and
    conditions of sale or any other document issued by Vendor in connection with this PO.

28. MODIFICATIONS. Purchaser may issue written changes to this PO. Such
    written changes will constitute offers and will be deemed accepted by Vendor in
    accordance with section 2 above. No modification of this PO will be valid unless
    in writing and signed by an authorized representative of Purchaser. Vendor may not
    change any aspect of this PO without Purchaser’s prior written consent.

29. SEVERABILITY. If any provision of this PO is invalid, illegal or unenforceable,
    the remaining provisions of this PO will remain in full force and effect.

30. NOTICES. All notices, consents, claims, demands, waivers, and other
    communications hereunder must be in writing, include the PO number, and be
    addressed (a) if to Purchaser, via email to World Bank Group at
    corporateprocurement@worldbank.org, and (b) if to Vendor, to Vendor at
    the address or email address set forth in this PO. Any notices or other communications
    to Purchaser in connection with sections 22 or 25 of this PO must also be sent, via
    email, to legal-notices@worldbank.org.

31. LANGUAGE. This PO is executed in English, which is the binding and
    controlling language for all matters relating to the meaning or interpretation of this
    PO.

32. RIGHTS AND BENEFITS EXTEND TO THE WORLD BANK GROUP. Any
    benefits or rights, including any licenses, provided or granted by Vendor to the
    Purchaser under this PO will be deemed benefits and rights of all members of
    the World Bank Group.

33. NO THIRD PARTY BENEFICIARIES. Except as set out in section 32 above,
    this PO is for the sole benefit of the parties and their respective successors and
    permitted assigns and nothing herein, express or implied, is intended to or will
    confer upon any other person or entity any legal or equitable right, benefit or
    remedy of any nature whatsoever.

34. NO WAIVER. Any waiver of rights under this PO must be express and in
    writing. Neither party will be considered to have waived any rights by not exercising,
    or delaying the exercise of, such rights under this PO.

35. NO AGENCY. This PO does not create any agency, partnership, or joint
    venture between the parties, nor does it create a relationship of employer and
    employee between Purchaser and Vendor or between Purchaser and any of
    Vendor’s employees.

36. SURVIVAL. Any provisions of this PO which by their nature should apply
    beyond the term of this PO will remain in force after any termination or expiration
    of this PO including the following sections 11 (Confidentiality), 12 (Use of
    Purchaser’s Name and Mark), 13 (Non-Discrimination), 14 (Intellectual Property),
    15 (Indemnification), 25 (Disputes), 30 (Notices), 37 (Preservation of Immunities).

37. PRESERVATION OF IMMUNITIES. Nothing herein constitutes a limitation
    upon or a waiver of the privileges and immunities of Purchaser or any other member
    of the World Bank Group, which privileges and immunities are specifically reserved.