THE WORLD BANK GROUP

ANNEX A - GENERAL TERMS AND CONDITIONS FOR INDIVIDUAL CONTRACTORS

August 2026

1. **AGREEMENT**. The Individual Contractor Agreement Cover Page ("Cover Page"), this Annex A (General Terms and Conditions for Individual Contractors and any Purchaser documents referenced herein), Annex B (Statement of Work or Terms of Reference), and Annex C (Price Schedule) (collectively, the "Agreement") constitute an agreement between the World Bank Group member identified in the Cover Page as the "Purchaser" and the individual identified in the Cover Page as the "Individual Contractor." For the purpose of the Agreement: (a) 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 Settlement of Investment Disputes, (b) "World Bank" means the International Bank for Reconstruction and Development, and (c) "Affiliates" means all members of the World Bank Group other than Purchaser.

2. **SERVICES**. Individual Contractor will provide to Purchaser the services and deliverables specified in the Agreement ("Services") at the price specified in the Agreement.

3. **PURCHASE ORDERS.** After execution of the Agreement by Individual Contractor and Purchaser, Purchaser will issue a purchase order ("Purchase Order") and provide that Purchase Order to Individual Contractor together with the executed version of the Agreement. The Purchase Order will include a Purchase Order number, which Purchaser and Individual Contractor will use to identify the Agreement. Purchaser may also issue Purchase Orders to modify the Agreement as set out in section 34 below.

4. **TERM AND TIME OF PERFORMANCE**. The term of the Agreement will commence and terminate on the dates specified in the Cover Page. Individual Contractor will perform the Services within that term and in accordance with any delivery dates specified in the Agreement. Time is of the essence with respect to Individual Contractor's obligations under the Agreement.

5. **LEGAL RELATIONSHIP**. Individual Contractor is engaged as an independent contractor. Nothing in, arising out of, or relating to the Agreement evidences or establishes an employment, agency, partnership, or joint venture relationship between Purchaser and Individual Contractor. The amounts payable by Purchaser under the Agreement constitute Individual Contractor's sole remuneration in connection with the Agreement and Individual Contractor is not entitled to any benefits that Purchaser may make available to, or facilitate for, its own employees, including any training, equipment, leave entitlements, insurance, pension, tax, social security or disability benefits, work visas or permits, privileges, immunities, or any other employment-related benefits.

6. **REPRESENTATIONS AND WARRANTIES.** Individual Contractor represents and warrants that: (a) Individual Contractor has all necessary certifications, registrations or other authorizations required to enter into the Agreement and perform the Services as an Individual Contractor under applicable laws, and (b) all Services performed under the Agreement will: (i) be fit and sufficient for the purposes intended, (ii) be in strict conformance with the Agreement and any other specifications furnished by Purchaser, (iii) not infringe or misappropriate any third party rights, (iv) be furnished in accordance with applicable industry standards, (v) be furnished by Individual Contractor as an independent contractor, and (vi) 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 acceptance, payment, and use of the Services and do not preclude Purchaser from exercising any other rights or remedies Purchaser may have under the Agreement or applicable law.

7. **ACCEPTANCE OR REJECTION**. Purchaser may accept or reject all or any part of the Services as non-conforming with the Agreement. If any Services are rejected, Purchaser will have the right, at Purchaser's election, to require redelivery, correction, or, if applicable, a refund by Individual Contractor. Purchaser's payment under the Agreement will not be deemed acceptance of any Services hereunder.

8. **AGREEMENT ADMINISTRATION.** Purchaser designates the individual(s) specified in the Cover Page of this Agreement as "Purchaser's Contract Manager(s)". Purchaser's Contract Manager(s) will be responsible for the day-to-day administration of the Agreement including review and acceptance of the Services and invoices, as well as for oversight of, and communication relating to, the Agreement on behalf of Purchaser. Individual Contractor will be responsible for such matters on their own behalf. Purchaser may change its representative by providing written notice to Individual Contractor.

9. **QUALITY ASSURANCE AND REPORTING.** Individual Contractor is responsible for all quality assurance and quality control for the Services provided under this Agreement. Individual Contractor will, at Purchaser's request, meet with Purchaser's representative periodically to review Individual Contractor's compliance with the Agreement.

10. **REMUNERATION.** Individual Contractor will be remunerated based on a Lump Sum Fee plus applicable Reimbursable Expenses as specified in Annex C (Price Schedule) of the Agreement.

a. "Lump Sum Fee" means Individual Contractor's total remuneration is limited to the fixed amount specified in Annex C (Price Schedule), which amount is deemed inclusive of all costs, expenses and any other financial liabilities, including any applicable taxes, that Individual Contractor incurs in connection with the Agreement, and

b. "Reimbursable Expenses" means any customary travel-related expenses Individual Contractor actually and reasonably incurs in performing the Services.

All Reimbursable Expenses must be pre-approved by the Purchaser in writing, charged at cost price without mark-up, supported by a written statement of expenses, and are subject to the maximum total amount specified in Annex C (Price Schedule) of the Agreement.

11. **INVOICING**. Unless otherwise stated in the Agreement, Individual Contractor will: (a) invoice Purchaser for the amount due within thirty (30) days of completion and acceptance of the applicable Services in accordance with Annex C (Price Schedule) of the Agreement, and (b) keep updated Individual Contractor's profile in Purchaser's Vendor Portal including Individual Contractor's current remittance bank information and contact details, prior to submitting any invoice. The invoice will: (y) include the Purchase Order number, a description of the applicable Services, any Reimbursable Expenses, remittance bank information, and, if applicable, quantities, unit price and extended totals, and (z) be accompanied by such documentation as Purchaser may reasonably require to substantiate Individual Contractor's right to payment, such as time sheets and invoices or receipts evidencing any permitted Reimbursable Expenses.

12. **PAYMENT**. Unless otherwise stated in the Agreement, Purchaser will pay Individual Contractor all undisputed amounts after acceptance of the Services and within thirty (30) days of receipt of an invoice correctly submitted in accordance with the Agreement. Purchaser is immune from all taxation and custom duties under its constituent treaty. Individual Contractor authorizes Purchaser to deduct from any invoice presented in

connection with the Agreement any erroneous allocation for taxation or duties, without prior notice to Individual Contractor and without cost to Purchaser. Payment of such corrected invoiced amount will constitute full payment by Purchaser.

13. **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 Individual Contractor against any amount payable by Purchaser to Individual Contractor.

14. **INSURANCE**. Individual Contractor is solely responsible for obtaining and maintaining, at their own expense and for the duration of the Agreement, appropriate insurance coverage having regard to Individual Contractor's status as an independent contractor and to the nature and location of the Services. Such insurance will include, at a minimum: (a) insurance meeting the requirements specified on Purchaser's website as applicable to Individual Contractors and the relevant Services: https://www.worldbank.org/en/about/corporate-procurement/vendors/insurance-requirement , and (b) any other insurance required by the law of Individual Contractor's country of license or by the country where the Services will be performed. At Purchaser's request, Individual Contractor will provide to Purchaser certificates of insurance for such coverage.

15. **CONFIDENTIALITY.**

a. All information disclosed by, or on behalf of, Purchaser or any other member of the World Bank Group to Individual Contractor, 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 relating to the Services to be provided under the Agreement ("Confidential Information") is confidential. Individual Contractor will only use Confidential Information as necessary to perform the Services under the Agreement and will not disclose Confidential Information to any third party without Purchaser's express written consent. Upon Purchaser's request, Individual Contractor will promptly return or destroy, as instructed by Purchaser, all Confidential Information.

b. This section 15 will not apply to Confidential Information that: (a) is within the public domain through no fault of Individual Contractor, (b) was already known to Individual Contractor at the time of disclosure on a non-confidential basis, or (c) is rightfully obtained by Individual Contractor on a non-confidential basis from a third party. If Individual Contractor is required by applicable law to disclose any Confidential Information, Individual Contractor will immediately notify Purchaser so that Purchaser may seek, at Purchaser's expense, a protective order or other remedy, and Individual Contractor will reasonably assist Purchaser therewith.

c. If consulted by the news media or other third parties about the Agreement or the Services, Individual Contractor will refer the enquiry to Purchaser for its response. Individual Contractor will not make any statements regarding the Agreement or the Services to the media or the public.

16. **USE OF PURCHASER'S NAME**. Individual Contractor 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 Individual Contractor may use Purchaser's name only in their customer lists or resumes without Purchaser's prior consent.

17. **WORLD BANK GROUP VENDOR POLICIES AND PROCUREMENT INTEGRITY**

a. Individual Contractor will comply with the World Bank Group's Vendor Code of Conduct, Vendor Eligibility and Restrictions Proceedings Framework, 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. Individual Contractor represents and warrants that Individual Contractor is in compliance with the WBG Vendor Policies and has not engaged in any conduct that would lead to Individual Contractor's ineligibility under the World Bank Group's Vendor Eligibility and Restrictions Proceedings Framework.

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

c. Individual Contractor will fully cooperate with Purchaser in connection with any investigation by Purchaser into Sanctionable Practices as defined under Purchaser's Vendor Eligibility Framework.

d. Individual Contractor will not accept for their own benefit any trade commission, discount, or other similar payment in connection with the Agreement.

e. A breach of this section 17 is a material breach of an essential term of the Agreement.

18. **ON-SITE POLICIES**. If any Services under the Agreement will be delivered or performed on Purchaser's premises, Individual Contractor will: (a) at their own cost, first provide Purchaser with a background check from a reputable third party that meets the requirements of Purchaser's Corporate Security department, 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 Security, Fire and Safety Regulations for World Bank Group Onsite Vendor Employees. Access to World Bank Group premises is subject to Purchaser's approval in all cases.

19. **SUBCONTRACTORS**. Individual Contractor will not delegate or subcontract any of its obligations under the Agreement without Purchaser's prior written consent in each case. Individual Contractor will: (a) ensure that any subcontractors performing work under the Agreement comply with the terms and conditions of the Agreement, and (b) remain responsible and liable for the acts and omissions of any such subcontractors.

20. **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 product, and other materials that are delivered to Purchaser under the Agreement or prepared by or on behalf of Individual Contractor in the course of performing the Services (collectively, the "Deliverables") will be owned exclusively by Purchaser. Individual Contractor hereby irrevocably assigns to Purchaser, in each case without additional consideration, all right, title and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. Individual Contractor irrevocably waives, to the extent permitted by applicable law, any and all claims Individual Contractor may now or hereafter have in any jurisdiction to moral rights or rights of droit moral with respect to the Deliverables. Upon request, Individual Contractor will provide to Purchaser copies of Deliverables in a format reasonably satisfactory to Purchaser.

b. Notwithstanding the foregoing, Individual Contractor and their licensors are, and will remain, the sole and exclusive owners of all right, title and interest in and to documents, data, know-how, methodologies, software and other materials provided by or used by Individual Contractor in connection with performing any work under the Agreement, in each case developed or acquired by Individual Contractor prior to the commencement of the Agreement

(collectively, the "Pre-Existing Materials"), including all Intellectual Property Rights therein. Individual Contractor hereby grants Purchaser and all other members of the World Bank Group a perpetual, irrevocable, worldwide, royalty-free, sublicensable, non-exclusive license to any Pre-Existing Materials to the extent incorporated in, combined with, or otherwise necessary for the use of the Deliverables for all purposes.

21. **PURCHASER PROPERTY.** All Purchaser property, including any information provided by Purchaser to Individual Contractor, used in the performance of the Agreement remains Purchaser property. Individual Contractor will return all such property to Purchaser upon termination or expiration of the Agreement or otherwise in accordance with Purchaser's instructions.

22. **DATA PROTECTION**. Individual Contractor will comply with the Data Protection Annex for Individual Contractors, which is available upon request and at Purchaser's website: https://www.worldbank.org/en/about/corporate-procurement/vendors.

23. **AUDIT**. Individual Contractor will maintain complete and accurate records relating to the Agreement, including records supporting all amounts invoiced under the Agreement, in accordance with sound and industry accepted accounting practices. Individual Contractor will make such records available to Purchaser or Purchaser's designated representative at all reasonable times until the expiration of five (5) years after the date of the final payment, for the purpose of auditing Individual Contractor's compliance with the terms of the Agreement. In the event an audit determines that Purchaser has overpaid Individual Contractor, Individual Contractor will reimburse Purchaser, within thirty (30) days after receipt of a written request, the amount of any such overpayment.

24. **INDEMNIFICATION**. To the fullest extent permitted by law, Individual Contractor 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) Individual Contractor's negligence, wrongful acts or omissions, (b) Individual Contractor's breach of the terms of the Agreement, or (c) any claim that the Services, or any part or use thereof, infringe a third party's intellectual property rights.

25. **SUSPENSION OF WORK.** Purchaser may, at any time for Purchaser's own convenience and without cost to Purchaser, delay or suspend all or any part of the Services by giving written notice to Individual Contractor. If Purchaser's delay or suspension extends for an unreasonable duration, Individual Contractor may, by written notice given prior to termination or expiration of the Agreement, request a consequential adjustment to the Agreement price or delivery date. For the avoidance of doubt, Purchaser will only consider an adjustment to the Agreement price in circumstances where Purchaser's unreasonable delay or suspension causes a demonstrable increase in Individual Contractor's costs to perform the Services (excluding profit).

26. **TERMINATION FOR CONVENIENCE**. Purchaser may at any time upon written notice to Individual Contractor terminate the Agreement, 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, Individual Contractor will be entitled to be paid for Services properly performed prior to the termination date, provided, however, that: (a) such payment will not exceed the total value of the Agreement, and (b) Individual Contractor will promptly return to Purchaser any amount paid by Purchaser for Services not performed as of the termination date. Individual Contractor is not entitled to, and expressly waives, payment for profit on any Services not delivered or performed as of the termination date.

27. **TERMINATION FOR DEFAULT**. If: (a) Individual Contractor fails to perform the Services required by the Agreement within the time specified or in the manner required by the Agreement, (b) the Services do not conform, in all respects, to the requirements of the Agreement, (c) Individual Contractor becomes bankrupt, insolvent or unable to meet their payment obligations when due, (d) Individual Contractor breaches any representations or warranties made under the Agreement, or (e) Individual Contractor otherwise breaches any material obligation under the Agreement, Purchaser may terminate the Agreement for default. Purchaser may, but is not required to, provide Individual Contractor an opportunity to cure such default. If Purchaser terminates for default, and without prejudice to any other rights or remedies, Individual Contractor will promptly return to Purchaser any amount paid by Purchaser for Services not performed as of the effective date of the termination.

28. **FORCE MAJEURE**. Neither party will be liable for a failure or delay in performance of its obligations under the Agreement to the extent caused by unforeseen circumstances beyond its reasonable control, including acts of God, natural disasters, terrorism, riots, or war. 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. The party affected by the force majeure event will immediately notify the other party of the nature of the force majeure event, its expected duration and its impact on performance of the Agreement. The affected party will take all reasonable measures to minimize the impact of the force majeure event on the performance of the Agreement.

29. **CONFLICT OF INTEREST.** Individual Contractor will not engage in any activities that would give rise to a real or apparent conflict of interest with respect to Individual Contractor's obligations to Purchaser under the Agreement, including any of the matters deemed to be a conflict of interest in the World Bank Group's Vendor Code of Conduct. If, during the term of the Agreement, Individual Contractor becomes aware of such a conflict, Individual Contractor will provide prompt written notice to Purchaser and will cooperate with Purchaser's reasonable requests for information and assistance in assessing the real or apparent conflict.

30. **CONSEQUENTIAL DAMAGES**. Neither party will have any liability under the Agreement 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) Individual Contractor's indemnification obligations.

31. **ASSIGNMENT**. Individual Contractor will not assign the Agreement or any monies due or to become due to it hereunder without Purchaser's prior written consent. Purchaser may, at its sole option and without Individual Contractor's consent, assign the Agreement to any other member of the World Bank Group.

32. **DISPUTES**. Any dispute, controversy or claim arising out of or relating to the Agreement, or the breach, termination, or invalidity of the Agreement, will be first submitted to mediation in accordance with the UNCITRAL Mediation Rules. If the dispute is not resolved by mediation within 60 days of the mediator's appointment or such later time as agreed by the parties in writing, either party may submit the dispute for exclusive resolution by arbitration in accordance with the UNCITRAL Arbitration Rules. The seat of the arbitration will be Washington, D.C., USA and the language of the arbitration will be English. Any resulting arbitral award will be final and binding. The arbitration proceedings and any award will be confidential. Pending final resolution of any claim, dispute, or action arising under or related to the Agreement, Individual Contractor will, if requested by Purchaser, proceed diligently with the performance of the Agreement. The Agreement will be governed by and construed in accordance with the UNIDROIT Principles of International Commercial Contracts (2016).

33. **ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**. The Agreement, together with any Purchaser documents referenced in the

Agreement, constitutes the sole and entire agreement of the parties with respect to the subject matter of the Agreement, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations, warranties, and communications, both written and oral, with respect to such matters. The Agreement expressly excludes and prevails over any of Individual Contractor's own general terms and conditions of service or any other document issued by Individual Contractor in connection with the Agreement. In the event of a conflict in the documents that comprise the Agreement, the order of precedence will be as follows: the Cover Page, this Annex A (General Terms and Conditions for Individual Contractors and any Purchaser documents referenced herein), Annex B (Statement of Work or Terms of Reference), Annex C (Price Schedule), and any Purchase Order issued by Purchaser under section 3 above.

34. **MODIFICATIONS**. Purchaser may issue written modifications to the Agreement via Purchase Order. Such written modifications will constitute offers and will be deemed accepted by Individual Contractor upon the earlier of: (a) Individual Contractor's commencement or continuance of the Services after issuance of the modification, or (b) Individual Contractor's acceptance of full or partial payment for the Services after issuance of the modification. No modification of the Agreement will be valid unless issued by Purchaser in writing in the form of a Purchase Order or signed by an authorized representative of Purchaser.

35. **SEVERABILITY**. If any provision of the Agreement is invalid, illegal or unenforceable, the other provisions of the Agreement will remain in full force and effect.

36. **NOTICES**. All notices, consents, claims, demands, waivers, and other communications hereunder must be in writing, include the Purchase Order number, and be addressed: (a) if to Purchaser, via email to World Bank Group at corporateprocurement@worldbank.org, and (b) if to Individual Contractor, at the address or email address set forth in the Cover Page of the Agreement. Any notices or other communications to Purchaser in connection with sections 27 or 32 of the Agreement must also be sent, via email, to legal-notices@worldbank.org.

37. **LANGUAGE**. The Agreement is executed in English, which is the binding and controlling language for all matters relating to the meaning or interpretation of the Agreement.

38. **RIGHTS AND BENEFITS EXTEND TO THE WORLD BANK GROUP.** Any benefits or rights, including any licenses, provided or granted by Individual Contractor to Purchaser under the Agreement are benefits and rights of all members of the World Bank Group.

39. **NO THIRD PARTY BENEFICIARIES**. Except as set out in section 38 above, the Agreement 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.

40. **NO WAIVER**. Any waiver of rights under the Agreement 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 the Agreement. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

41. **SURVIVAL**. Any provisions of the Agreement which by their nature should apply beyond the term of the Agreement will remain in force after any termination or expiration of the Agreement, including the following sections 15 (Confidentiality), 16 (Use of Purchaser's Name), 22 (Data Protection), 23 (Audit), 24 (Indemnification), 32 (Disputes), 36 (Notices), 42 (Preservation of Immunities).

42. **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 reserved.