

## General Terms and Conditions of Purchase of aed – Agency for Economic Cooperation and Development ("aed")

1. The scope of a specific project or order (the "**Project**") shall be agreed contractually on a case-by-case basis. In legal transactions covered by these General Terms and Conditions of Purchase, aed acts as the client and the contracting party as the contractor (the "**Contractor**"). Both parties shall perform their obligations in accordance with the relevant Agreement, including any annexes (the "**Agreement**"), and undertake to act in good faith towards one another. In the event of any conflict between the Agreement and these General Terms and Conditions of Purchase, the provisions of the Agreement shall prevail.
2. These General Terms and Conditions of Purchase, in the version valid at the time the contract is concluded, shall apply exclusively to all legal transactions between aed and the Contractor. These General Terms and Conditions of Purchase shall be made available to the Contractor prior to the conclusion of the contract, in particular by making them available for download at <https://www.aed.or.at/en/documents/general-terms-and-conditions-of-purchase.pdf>; the Contractor has had the opportunity to familiarise itself with their content in a reasonable manner.
3. These General Terms and Conditions of Purchase shall also apply to all future legal transactions between aed and the Contractor, even if no express reference is made to them in supplementary or subsequent contracts.
4. Any conflicting general terms and conditions of the Contractor shall be invalid unless they are expressly accepted in writing by aed.
5. Should any clause of these General Terms and Conditions of Purchase or of the Agreement be or become invalid in whole or in part, or prove to be unenforceable, this shall not affect the validity of the remaining clauses. The invalid or unenforceable clause shall be replaced by a valid and enforceable clause which most closely approximates the intended purpose, particularly from an economic perspective. This shall apply mutatis mutandis to any gaps; insofar as a supplementary interpretation is inadmissible for legal reasons, aed and the Contractor undertake to agree on appropriate supplementary provisions.
6. Any amendment to the Agreement must be in writing and signed by aed and the Contractor.
7. aed may assign or transfer rights and obligations arising from the Agreement, in whole or in part. The Contractor may only assign, pledge or otherwise dispose of rights and claims arising from the Agreement to third parties with the prior written consent of aed.
8. In the event of force majeure, where performance of the Agreement is impossible or unduly difficult, the affected party may suspend performance of the Agreement or the relevant parts thereof; it must inform the other party without delay, provide details of the expected duration and the consequences, and take all necessary measures to minimise damage. If an event of force majeure lasts for more than two months, either party shall be entitled to terminate the relevant Agreement in writing with immediate effect, without this giving rise to any claims for compensation; services already provided shall be settled in proportion to the extent to which they have been performed.
9. The Agreement with the Contractor shall come into force subject to a corresponding commission being placed with aed by the third party commissioning aed to carry out the project (the "**End Client**").
10. aed may terminate the Agreement without giving reasons, subject to four weeks' notice. aed may terminate the Agreement with immediate effect for good cause – for example, if the End Client demands that the Contractor be replaced – or on the grounds of gross negligence or wilful misconduct on the part of the Contractor.

11. In the event of termination or early termination by aed, the Contractor shall be entitled solely to payment for the services rendered in accordance with the contract and free from defects up to the date of termination. Any further claims, in particular for payment for services not rendered or for loss of profit, are excluded; the second sentence of Section 1168 (1) of the Austrian Civil Code (ABGB) is hereby excluded.
12. The Contractor may terminate the Agreement by giving three months' notice, provided that it appoints a suitable replacement accepted by aed. For security reasons (official travel warnings or entry restrictions), the Contractor may terminate the Agreement with immediate effect.
13. Should the End Client extend aed's contract, aed shall be entitled to extend the Agreement with the Contractor accordingly. Should the End Client terminate aed's contract with the End Client be terminated prematurely, aed shall be entitled to amend the Agreement accordingly.
14. aed has the final say on matters relating to the appointment of the Contractor.
15. Where dates are stated in the Agreement or other documents as 'provisional', 'preliminary' or similar, such dates may be amended by aed.
16. At aed's request, the Contractor shall provide confirmation of adequate insurance cover. If the Contractor fails to submit these documents, aed is entitled to withhold payments. Insurance cover shall be deemed adequate if the sum insured per claim is at least 2.5 times the value of aed's own contract, covers all damages (including indirect damages) regardless of the legal basis, separately covers damage caused in the course of performing the work and damage to the items worked on (Tätigkeits- und Bearbeitungsschäden), and explicitly confirms cover for claims arising abroad.
17. aed books all flights. aed does not reimburse the Contractor for any flight costs.
18. The Contractor shall observe official travel advice and register with the recommended registers.
19. All documents provided by the Contractor must be submitted in German or English in accordance with aed's specifications.
20. The Contractor shall take all necessary measures to avoid conflicts of interest, shall inform aed immediately of any potential conflicts of interest, and shall take all necessary countermeasures. The Contractor shall notify aed immediately, in writing and with confirmation, of any events that may adversely affect the execution of the project or aed's reputation.
21. The Contractor is not subject to any instructions when carrying out the agreed scope of work; it acts at its own discretion and on its own responsibility. It is not bound to any specific place of work or working hours, unless this is explicitly agreed in the contract.
22. The Contractor is not authorised to transfer the agreed services, in whole or in part, to third parties (subcontractors) or to have them performed by third parties, unless aed expressly agrees to this in advance and in writing. Even where the involvement of third parties has been authorised, the Contractor remains solely and directly responsible and is liable for their conduct as if it were its own. It must impose upon the third parties involved all the obligations under this Agreement that apply to it, in particular those relating to confidentiality, data protection, the prohibition on poaching and compliance, in their entirety.
23. The Contractor shall not disclose any non-public information relating to the project or the collaboration with aed during or after the term of the contract, unless there is an explicit legal or statutory obligation to do so. The Contractor undertakes, insofar as this is legally

permissible, to object on valid grounds to the disclosure of information, to pursue all available legal remedies against such disclosure, and to make every effort to limit the scope of any legally required disclosure of information. The Contractor undertakes to maintain confidentiality regarding all business matters that come to its attention, in particular trade and business secrets as well as any information concerning the nature, scope of operations and activities of aed, and shall extend this confidentiality obligation to any assistants, representatives, contractors, suppliers, etc. Exceptions apply only in the event of statutory obligations to give evidence. The Contractor undertakes to comply with the confidentiality guidelines downloadable at <https://www.aed.or.at/en/documents/confidentiality-guidelines.pdf> and with aed's Code of Conduct downloadable at <https://www.aed.or.at/en/documents/code-of-conduct.pdf>. These documents form an integral part of this Agreement. The duty of confidentiality shall apply indefinitely, even beyond the termination of the contractual relationship.

24. The Contractor shall submit to aed all invoices and invoicing documents in duplicate (labelled as 'original' and 'duplicate'), as well as all other project documents in their original form (e.g. timesheets, boarding passes, reports), within ten working days of the end of the relevant month or upon completion of the relevant project phase.
25. Apart from the financial compensation of the Contractor specified in the Agreement, aed shall not bear any further costs. This compensation includes all fees, charges, taxes and other costs.
26. The Contractor shall receive the agreed compensation in accordance with the Agreement.
27. The Contractor's compensation shall become due only once aed has received the corresponding payment from the End Client (pay-when-paid). If payment from the End Client is delayed for more than six months for reasons beyond the Contractor's control, the compensation shall nevertheless become due.
28. Payments shall be made in euros. Costs in a foreign currency shall be converted at the current exchange rate (e.g. as per the European Commission's currency converter).
29. If the End Client alters a payment to aed, aed is entitled to adjust the corresponding payment to the Contractor accordingly. If the End Client withholds a payment or demands its return, aed may withhold the corresponding payment to the Contractor or demand its return.
30. Upon first request, the Contractor shall refund any overpayments, together with interest, so that the funds are credited to aed's bank account within ten working days.
31. Payments do not constitute a waiver of claims.
32. Transaction costs incurred in connection with payments to the Contractor shall be borne by the Contractor.
33. In the event of late payment by aed, the Contractor is exclusively entitled to claim statutory interest on arrears in accordance with Section 1000 of the Austrian Civil Code (ABGB).
34. The Contractor shall not be entitled to set off counter-claims against aed's claims or to exercise a right of retention, unless the counter-claim has been acknowledged in writing by aed or has been established by a final and binding judgment of a court or an arbitral tribunal.
35. aed shall acquire exclusive, irrevocable ownership and/or rights of use, without any temporal or geographical restrictions, in respect of all content and products delivered by the Contractor. The Contractor assigns all rights thereto to aed, subject to any other disposition by aed. This includes claims under copyright law as well as other protection and

exploitation rights. The Contractor warrants that the content and products supplied by it do not infringe any third-party rights and that it is entitled to their use, application and transfer.

36. The copyright in works created by aed, its employees or its agents (e.g. offers, reports, analyses, expert opinions, programs, specifications, drafts, calculations, drawings, data carriers) shall remain with aed. The Contractor may only use these works in accordance with the terms of the Agreement for the purposes covered thereby and is not authorised to reproduce or distribute them without the express consent of aed. Unauthorised reproduction or distribution shall not give rise to any liability on the part of aed towards third parties.
37. The Contractor declares that the Agreement is concluded as a contract for work (Werkvertrag) at its explicit request. It is responsible for ensuring that all the criteria of a contract for work are met (e.g. no economic dependence on aed, use of its own equipment, freedom to organise its own time) and shall indemnify and hold aed harmless in this regard.
38. The Contractor is responsible for complying with all applicable legal (e.g. tax, social security, public procurement and data protection), contractual and other provisions (e.g. codes of conduct) to which the Agreement relates and shall indemnify and hold aed harmless against all claims arising therefrom. In the event of a complaint or legal action against the Contractor in connection with its services, it shall inform aed immediately.
39. The Contractor guarantees that it will perform its services in accordance with the Agreement, free from defects and on time, in line with the current state of the art in science and technology, and in accordance with recognised professional standards. In the event of defects, aed shall be entitled, at its discretion, to demand improvements, replacement or a reasonable reduction in the fee; the right to rescission and to compensation for damages and consequential losses arising from the defect in accordance with this agreement remains unaffected. aed's warranty claims shall not become time-barred before the expiry of the statutory limitation periods (Sections 922 et seq., 933 of the Austrian Civil Code (ABGB)).
40. aed's obligation to inspect and give notice of defects under Section 377 of the Austrian Commercial Code (UGB) is excluded; aed shall not forfeit its warranty and compensation claims as a result of failing to give notice of defects or giving such notice late.
41. The Contractor warrants that the personal data transferred to aed has been lawfully collected and that its transfer, as well as the processing operations provided in this contract, are permissible under data protection law. Where consent or other declarations from the data subjects are required for the transfer of data or individual processing operations, the Contractor shall duly obtain these prior to the transfer of data and provide evidence thereof to aed upon request. The Contractor shall indemnify and hold aed harmless against all claims, damages, costs, administrative penalties and expenses, in so far as these arise from a breach of data protection regulations for which the Contractor is responsible or from a breach of the above representations. Where one party processes personal data on behalf of the other, aed and the Contractor shall enter into a separate data processing agreement in accordance with Art 28 GDPR, which shall form an integral part of this Agreement as an annex; they shall implement the technical and organisational measures required under Art 32 GDPR.
42. The Contractor undertakes to comply with all applicable anti-corruption regulations (in particular Sections 304 et seq., 307 et seq. and 309 of the Austrian Criminal Code (StGB) and, where applicable, the UK Bribery Act and the US Foreign Corrupt Practices Act), with all applicable regulations on combating money laundering and the financing of terrorism, as well as the relevant sanctions and embargo provisions of the European Union, the United Nations and the Republic of Austria. In particular, the Contractor shall refrain from granting any form of unauthorised benefit to public officials or other third parties, shall ensure compliance with these provisions by any third parties engaged on its behalf, shall indemnify

and hold aed harmless in this regard, and shall report any suspicion of a breach to aed without delay. In the event of a breach, aed shall be entitled to terminate the Agreement with immediate effect.

43. aed and the Contractor undertake that, during the term of the contract and for a period of one year following its termination, they shall neither actively poach nor, directly or indirectly, employ or arrange for the employment of the other party's employees, directors, contractors or other project participants who are or were involved in the project, unless the other party gives its written consent.
44. If the Contractor culpably breaches its obligations regarding confidentiality, data protection, non-solicitation or compliance arising from these General Terms and Conditions of Purchase or the Agreement, it shall pay aed a contractual penalty of EUR 50,000 for each breach; in the event of ongoing breaches, the contractual penalty shall be payable again for each calendar month or part thereof. The court's right to reduce the penalty is excluded to the extent permitted by law (Section 348 of the Austrian Commercial Code (UGB)). The right to claim damages in excess of the contractual penalty, as well as claims for injunctive relief and rectification, is reserved; the contractual penalty shall be set off against such claims.
45. If the Contractor fails to meet agreed delivery or performance deadlines for reasons for which it is responsible, it shall pay a contractual penalty amounting to 1 per cent of the contract sum specified in the Agreement, excluding VAT (the "**net contract sum**"), for each week or part thereof of delay, up to a maximum of 15 per cent of the net contract sum. The court's right to mitigate the penalty is excluded to the extent permitted by law (Section 348 of the Austrian Commercial Code (UGB)). The right to claim damages in excess of this amount and to exercise further rights, in particular the right to withdraw from the contract, is reserved; the contractual penalty shall be set off against such claims.
46. The Contractor expressly and irrevocably waives, in relation to aed, the right to assert claims for compensation, that is to say, all claims of its own and those of third parties, regardless of the legal basis, to which it would be entitled against aed by virtue of the services it has provided.
47. The Contractor shall fully indemnify and hold aed harmless in the event of direct claims by third parties arising from the services provided by the Contractor. The Contractor shall further indemnify and hold aed harmless in respect of all legal costs, the costs of a legal representative freely chosen by aed, and any fines imposed under administrative or administrative criminal law provisions, insofar as these are attributable to the Contractor's sphere of responsibility.
48. aed's liability for damages is excluded to the extent permitted by law. This exclusion of liability does not apply to damages resulting from loss of life, bodily injury or damage to health, nor to damages arising from aed's wilful misconduct or blatant gross negligence (krass grobe Fahrlässigkeit). In all other respects, aed's liability – except in cases of wilful misconduct and personal injury – is limited to 10 per cent of the net contract sum of the relevant Agreement; liability for indirect damage, consequential damage and loss of profit is excluded. The burden of proof for the existence of wilful misconduct or blatant gross negligence lies with the Contractor.
49. The Contractor shall be liable to aed for all damage caused by the Contractor, its vicarious agents or authorised subcontractors in accordance with the statutory provisions, including in cases of slight negligence. This liability also covers indirect damage, consequential damage, loss of profit and pure financial loss; there is no limit on the amount of the Contractor's liability.
50. The Contractor shall be liable for any assistants, representatives, subcontractors, suppliers, etc.

51. Any claims by the Contractor against aed – regardless of their legal basis – must be asserted in writing within six months of becoming aware of the damage and the party responsible, failing which they shall lapse; however, such claims must be asserted no later than one year after the event giving rise to the claim, and must then be pursued in court or before an arbitration tribunal within the prescribed time limit. Mandatory statutory time limits, as well as claims arising from injury to life, body or health and from wilful misconduct, remain unaffected.
52. The place of performance for all obligations arising from the Agreement is Vienna.
53. Any breach by the Contractor of these General Terms and Conditions of Purchase shall entitle aed to terminate the Agreement immediatelyprematurely with immediate effect, and to assert further legal claims, such as claims for an injunction and/or damages.
54. Any disputes or claims arising out of or in connection with this Agreement, including disputes concerning its valid formation, breach, termination or invalidity, as well as pre-contractual and post-contractual effects, and which cannot be settled amicably, shall be finally settled in accordance with the Rules of Arbitration (Vienna Rules) of the International Arbitration Centre of the Austrian Federal Economic Chamber (VIAC) by one or three arbitrators appointed in accordance with those Rules. The place of arbitration shall be Vienna; the language of the proceedings shall be German.
55. Austrian law shall apply, with the exception of conflict-of-laws rules. This also applies to the arbitration agreement.
56. Any amendments to these General Terms and Conditions of Purchase must be made in writing and signed by aed; the same applies to any waiver of this formal requirement. Verbal side agreements are invalid.
57. These General Terms and Conditions of Purchase and this Agreement apply equally to all persons, regardless of gender.
58. These General Terms and Conditions of Purchase are drawn up in the German language and translated into English for convenience only. In the event of any difficulties in interpretation or inconsistencies between the language versions, the original German version shall take precedence and shall be the sole legally binding version.