

## **Annex 3 General Terms and Conditions for Professional Services Attached herewith \*\*\***

### **(1) Subcontracting**

The Transporter shall not subcontract, delegate, or assign the performance of any portion of these Services or its obligations hereunder without IMF's prior written consent in each instance. If such approval is granted, the subcontracting entity will be referred to as an "**Approved Subcontractor**". The Transporter shall remain solely responsible for the acts and omissions of such Approved Subcontractor as if such acts or omissions were performed directly by Transporter.

### **(2) Drivers' competence and vehicle condition**

#### ***Drivers:***

- All the assigned drivers should safely and securely deliver passengers to/from their destinations, with due regard to other traffic and time schedules, applying knowledge of traffic regulations and best routes.
- They should have good knowledge English and French [both oral and written] in addition to local language.
- They should always be on time as agreed with IMF.
- They should have excellent driving skills and apply defensive driving techniques.

#### ***Vehicles:***

- All the vehicles should be properly maintained and serviced and kept in good running condition.
- They should always be kept clean.
- The vehicles should be appropriate and adequate based on IMF requests.

(3) The Transporter agrees and declares that the vehicles provided are in good condition, duly legally registered with valid and adequate insurance cover and the drivers holding valid driving licenses. IMF will be authorized to inspect the condition of the vehicles, and all relevant documents including insurance cover of each vehicle and driving license and morality certificates of the drivers of the vehicles and the Transporter will arrange to produce the said documents to IMF. The Transporter shall indemnify and keep indemnified IMF against any loss, costs, charges, damages and expenses incurred or suffered by IMF on account of the Transporter not having valid licensees, permits or its drivers not having valid driving licensees.

(4) IMF shall pay to the Transporter charges in respect of each trip as per agreed quote. IMF will not be liable to pay any other charge or expense to the Transporter.

(5) The Transporter will take all precautions for protecting the IMF's staff and participants from accident. The Transporter will take adequate insurance cover from any insurance company in its name for any injury, loss or death of the IMF passengers of the vehicles during the trips and the Transporter will be responsible for any loss, claim, costs, charges and expenses incurred or suffered by IMF on account of any injury, loss or death of its staff and participants due to accident in the vehicles or any other reason relating thereto.

(6) **IMF Code Of Conduct:** The IMF expects the Transporter to display courtesy and respect, without harassment or physical or verbal abuse during the contract period. It is important that all parties working with IMF to be sensitive to the effects of our words and actions on others, even in a social context or casual conversation. Behavior that might be regarded as harmless or acceptable in one culture may cause embarrassment or give offense in another.

You are kindly requested to read and sign off on the attached IMF Code Of Conduct and strictly abide to it.

(7) **Dress Code:** The purpose of the dress code is to set a standard that provides a positive image of the Transporter that meet IMF standards.

**Dress Standard**

- All clothing worn by those working as drivers for the transport company must be in good condition and the driver must keep good standards of personal hygiene.
- As a minimum standard, males should wear trousers and a shirt which has a full body and short/long sleeves. Female drivers should wear trousers, or a knee length skirt or dress, and a shirt/blouse which have a full body and a short/long sleeve.
- Footwear whilst working as a licensed driver shall fit (that is, be secure) around the toe and heel.

(8) This Agreement can be terminated by IMF giving fifteen days' notice to the Transporter, if IMF is satisfied that the Transporter has committed breach of any term of this agreement or not providing satisfactory service to IMF or if any declaration made or assurance given by this agreement is proved to be wrong. The decision of IMF in this regard shall be final and the Transporter will not be entitled to any compensation or damages on account of premature termination of this agreement.

**(9) Compliance with Laws**

The Transporter shall comply in all material respects with all Mauritian laws and regulations in the performance of this Agreement and in such a manner as not to cause the IMF to be in violation of any applicable law or regulation.

**(10) Compliance with Highest Standard of Ethics**

The Transporter and his personnel shall observe the highest standard of ethics and conduct during the procurement and performance of this Agreement, including without limitation:

- No Gifts, Collusion or Coercion; No Improper Financial Benefits. Transporter shall take no action with the purpose or effect to influence any employee or agent of the IMF, to act inconsistently with his or her duties to the IMF. Transporter shall not knowingly or recklessly mislead any employee or agent of the IMF and shall not substitute products or services of inferior quality, with the

purpose or effect to obtain a financial or other benefit at the expense of the IMF or to avoid an obligation owed to the IMF.

- **No Conflicts of Interest.** Transporter shall not deal with any employee or agent of the IMF, when such person, or any of his or her immediate family members, hold a significant financial interest in the Transporter's business or any of its affiliates or is negotiating for employment with the Transporter or any of its affiliates. Transporter shall avoid all other interests that conflict, or that appear to conflict, with its obligations to the IMF, and will immediately consult with the IMF should any such actual or apparent conflict of interest arise.

#### **(11) Responsibility of the Parties and resolution of disputes**

In accordance with the Articles of Agreement of the IMF, the IMF, its assets, property, income, as well as its authorized operations and transactions are fully exempt from taxes and have full legal immunity. There is no waiver of these immunities under this Agreement. All disputes arising out of or in connection with this Agreement shall be subject to final arbitration. The Parties agree that the place of arbitration shall be Republic Of Mauritius and that the laws of the Republic of Mauritius shall be the applicable law with respect to the disputed aspects of substantive law, and that the arbitration will be conducted in English and that the arbitration procedure will be governed by UNCITRAL rules. Submitting a dispute to arbitration in any respect does not constitute a waiver of immunities by the IMF, and in particular, any award that may be made against the IMF shall not be enforceable. However, every effort should be made first to find an amicable solution to any dispute or disagreement within 30 days.

#### **(12) Force Majeure Event**

Neither Party will be in default of its obligations to the extent such Party's performance is delayed or prevented by an act of God (e.g., fire, flood, earthquake, or other natural disaster), act of terrorism, wars, insurrections, government restrictions, or other event that is beyond such Party's reasonable control.

#### **(13) Severability**

If any clause hereof is judged as invalid or non-enforceable according to applicable laws, such clause shall be deemed invalid only with respect to such clause without affecting the validity or enforceability of other clauses hereof in any way. Any waiver of a provision hereof must be in writing and signed by the Party granting or permitting such waiver in order to be effective.