

General terms and conditions for contracts for the provision of services to the European Investment Bank

Article 1. Scope of application; order of precedence

- 1.1 These General Terms and Conditions shall apply to and form part of each contract, not being a framework agreement or a contract concluded pursuant to such an agreement, concluded between the European Investment Bank and another party for the provision of services to the European Investment Bank. Additional or different terms and conditions shall not apply.
- 1.2 Terms defined in the contract to which this copy of the General Terms and Conditions is attached (hereinafter the “**Contract**”) shall have the same meaning when used herein.
- 1.3 Where the Contract is concluded following a call for tenders by the Bank, the Service Provider shall be deemed to have accepted these General Terms and Conditions by submitting a tender in response to the call for tenders. In all other cases, a service provider shall be deemed to have accepted these General Terms and Conditions through any one of the following acts: (a) signature of the Contract, (b) commencement of the performance of services to the Bank or (c) acceptance of any payment from the Bank.
- 1.4 Annexes hereto form an integral part of these General Terms and Conditions. In the event of any inconsistency, the following order of priority shall apply: (1) Articles 1 to 26, (2) Annex III, (3) Annex II and (4) Annex I.
- 1.5 References in these General Terms and Conditions to any Article or Annex without further designation shall be construed as a reference to the Article or Annex to these General Terms and Conditions so numbered.

Article 2. Service Provider's obligations

- 2.1 The Service Provider shall provide the services specified in the Contract (hereinafter, the “**Services**” or the “**Assignment**”) in accordance with the requirements and specifications set forth in the Contract and in accordance with any instructions issued from time to time by the members of the Bank's staff identified therein as the Service Provider's contact person(s) for the purposes of the Assignment.
- 2.2 The Service Provider undertakes to perform the Services in accordance with the highest standards of professional and ethical competence and integrity in the Service Provider's industry, having due regard for the nature and purposes of the Bank as the European Union's long-term financing institution and to ensure that its employees, subcontractors and their employees, and any other such persons acting on behalf of the Service Provider in the performance of the Services (“**Service Provider's Personnel**”) will conduct themselves in a manner consistent therewith.
- 2.3 The Service Provider shall at all times cooperate with the Bank, its employees and agents in the interests of the project to which the Services relate (hereinafter the “**Project**”). The Service Provider shall report immediately to the Bank:
 - (a) any circumstances or events which might reasonably be expected to hinder the timely performance or remuneration of the Assignment;
 - (b) without prejudice to Article 5, any change or planned change to its legal, financial, technical or organisational or ownership situation that involves or is likely to involve the transfer of all of the Service Provider's rights and obligations to a third party by way of universal succession; or
 - (c) the Service Provider, or a member of the Service Provider's Personnel, is in one of the situations of exclusion referred to in Articles 57(1), (2) or (4) of Directive 2014/24/EU, or has become the subject of an exclusion decision pursuant to the European Investment Bank Exclusion Policy available at <<https://www.eib.org/en/publications/exclusion-policy>>.
- 2.4 The Service Provider shall perform the Services as an independent contractor under the general guidance of the Bank. The Service Provider's Personnel shall not act as agents or employees of the Bank.

- 2.5 The Service Provider shall respect and abide by all applicable laws and regulations of the European Union and of any country in which the Services are to be performed, including compliance with applicable obligations under environmental, social and labour law established by Union law, national law and collective agreements or by the international environmental, social and labour law provisions listed in Annex X to Directive 2014/24/EU, and with the data protection obligations resulting from Regulation (EU) 2016/679 and Regulation (EU) 2018/1725.
- 2.6 The Service Provider undertakes not to breach, nor cause the Bank to breach, by its acts and omissions, knowingly or unknowingly, any sanctions or restrictive measures imposed or administered by a competent body or official institution or agency (each a "**Sanction**") and shall inform the Bank in writing as soon as possible of any "**Sanction Event**", that is where:
- (a) the Service Provider, or a member of the Service Provider's Personnel, or any entity or person which directly or indirectly owns or controls or directs the Service Provider, or which the Service Provider acts on behalf of, breaches, or becomes in breach of or the target of, a Sanction or it has carried out any activity which causes the Bank to breach Sanctions; or
 - (b) a country or territory (including their government) in which any of the entities or persons in (a) are located or resident in, or organised or incorporated under, becomes the target of a Sanction.

The Service Provider shall ensure that it maintains appropriate internal controls and safeguards designed to prevent the violation of any Sanction.

The Parties acknowledge and agree that the Sanction-related undertakings are only sought and given to the extent that to do so is permissible pursuant to any applicable anti-boycott rule of the European Union, such as Regulation (EC) 2271/96 as amended from time to time.

Article 3. Contract Duration

The Service Provider shall provide the Services during the period (hereinafter, the "**Contract Duration**") commencing on the Effective Date stated in the Contract and ending, unless agreed otherwise, on the End Date stated therein.

Article 4. Deliverables

- 4.1 Where a deliverable forms a subject matter of the Contract, the timetable for submitting the deliverable and the payment schedule in respect of that deliverable shall be as stated in the Contract or as otherwise notified by the Bank to the Service Provider.
- 4.2 The assessment of the deliverable shall be carried out by the Bank in accordance with the Bank's internal procedure for the review and written approval of deliverables. In the case of partial approval of a deliverable by the Bank, the Bank shall have the right to withhold the corresponding portion of the Service Provider's remuneration until such time as the Service Provider has performed such remedial work as is necessary to achieve approval by the Bank.

Article 5. Assignment and subcontracting

- 5.1 The Service Provider shall not assign, in whole or in part, the rights and obligations arising out of the Contract, nor subcontract any part of the Services to third parties otherwise not listed in its tender, nor make any changes to the existing subcontractors, without the Bank's prior written consent.
- 5.2 The Service Provider shall at all times remain liable for the full performance of the Contract irrespective of whether any subcontracting has been consented to by the Bank.
- 5.3 The Service Provider undertakes to include in any contract signed with a subcontractor approved by the Bank provisions:
- (a) requiring the subcontractor to comply with these General Terms and Conditions, and

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- (b) enabling the Bank to enjoy the same rights in relation to the subcontractor as in relation to the Service Provider itself.

Upon request of the Bank, the Service Provider shall provide to the Bank proof that it has complied with this undertaking and, if so required by the Bank, shall make any necessary related changes to the subcontract within a specified deadline.

- 5.4 Without prejudice to the right of the Bank to terminate the Contract in accordance with Article 18, the Bank may request the Service Provider to replace a subcontractor found to be in a situation provided for in points (b)–(j) of Article 18.3 with another subcontractor of equal or greater quality. Failure by the Service Provider to replace the subcontractor shall constitute a material breach of this Contract for the purpose of point (a) of Article 18.3.
- 5.5 The Service Provider shall ensure that any third parties proposed pursuant to this Article 5 meet the exclusion and, where applicable, selection criteria of the Contract.

Article 6. Service Provider's Personnel

- 6.1 The Service Provider shall:

- (a) provide all necessary staff in order to complete the Assignment and, upon the Bank's request,
 - i. copies of birth certificates, passports and recent extracts from the judicial record or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of residence, and/or
 - ii. any other evidence the Bank deems necessary,
 for all staff who has access to confidential data and/or is granted with administrator rights in the Bank's IT systems;
- (b) ensure that the Service Provider's Personnel are suitably skilled, experienced and professional;
- (c) notify the Bank of the identity of and, if so requested by the Bank, provide a list of qualifications, skills and experience for each member of the Service Provider's Personnel;
- (d) ensure that the Service Provider's Personnel behave in a proper and reasonable manner, work in a constructive manner with the employees and contractors of the Bank to the extent necessary for the successful completion of the Project and comply with the Bank's rules and regulations in accordance with Article 9;
- (e) not remove, replace or add, without the prior written consent of the Bank, which shall not be unreasonably withheld, any member of the Service Provider's Personnel, unless the removal or replacement is due to accident, illness or other disability or cessation of employment; and
- (f) if the Bank reasonably objects to the assignment or continued assignment of any particular member of the Service Provider's Personnel, promptly replace that person.

- 6.2 Without prejudice to points (e) and (f) of Article 6.1, the Service Provider may, during the Contract Duration, submit a written request to the Bank to substitute one or more members of the Service Provider's Personnel with other members having equal or greater qualifications, skills and experience, provided that:

- (a) it shall submit its request at least one month prior to the date on which the replacement is to take effect, and
- (b) it shall set out in its request the reasons for the proposed substitution, which must be related to the successful completion of the Assignment, as well as the identity and skills profile of the proposed new candidate(s).

- 6.3 Any change to any member of the Service Provider's Personnel on the part of the Service Provider shall be at no cost consequences to the Bank. The Service Provider shall ensure that performance of the Services is not disrupted as a result of such change.

Article 7. Remuneration

- 7.1 The Service Provider shall be remunerated in accordance with the prices specified in the Contract, which, unless otherwise therein specified, shall include all expenses. The Services may be provided on a time & materials basis or on a fixed-price basis or a combination of both.
- 7.2 Where the remuneration is expressed in terms of an hourly or daily rate, the time spent in performing the Services shall be determined on the basis of the number of hours or days actually spent in performing the Services.
- 7.3 Except as otherwise agreed between the Bank and the Service Provider, no remuneration shall be paid in respect of Services which are not performed during the Contract Duration.

Article 8. Terms of payment

- 8.1 Unless otherwise agreed between the Bank and the Service Provider, no advance payment shall be made for the performance of Services, or of a deliverable thereof, and the agreed remuneration shall be invoiced by the Service Provider upon completion of the Assignment or, where the remuneration relates to recurrent Services payable on a monthly basis, at the end of each calendar month. In the case of a deliverable, the Service Provider shall submit its invoice upon receiving written notification of the Bank's approval of the deliverable.
- 8.2 The Service Provider's invoice shall make reference to the corresponding purchase order and contract reference numbers of the Bank and, except as may be provided otherwise in the Contract, shall contain the following information:
- (a) in case of a time & materials Contract, a reference to the calendar month covered by the invoice together with a summary of days and/or hours worked, the daily and/or hourly rate and, if applicable, the daily expense charge for each employee of the Service Provider, subcontractor or other person acting on behalf of the Service Provider in the performance of the Services;
 - (b) in case of a fixed-price Contract, a summary of the Services provided by the Service Provider during the period covered by the invoice with reference to the agreed payment schedule;
 - (c) where there is a deliverable, reference to: (i) the type of deliverable (ii) the date of approval by the Bank of the deliverable and (iii) the agreed payment schedule for that deliverable;
 - (d) the total amount to be paid (in euro or in any other currency agreed between the Parties); and
 - (e) the Service Provider's bank account to which payment is to be made.
- 8.3 Where an invoice covers more than one activity, the relevant entries should be indicated separately for each activity, together with the total amount to be paid.
- 8.4 The Service Provider's invoice shall be accompanied by such supporting documentation as the Bank may reasonably require, including, in the case of a time & materials Contract, time sheets for each employee of the Service Provider assigned to the Project.
- 8.5 Where the Service Provider is a legal entity, the Service Provider shall provide to the Bank an extract from the register of commerce or other evidence satisfactory to the Bank of the authority of the signatory of the invoice.
- 8.6 All invoices shall be submitted to the following address:
- European Investment Bank
Attn: [the EIB contact name/EIB requestor name]
B.P. 2005
L-2950 Luxembourg.
- or attached as a PDF file and emailed to invoice@eib.org.
- 8.7 Invoices shall be compliant with the invoicing rules communicated by the Bank to the Service Provider.
- 8.8 Unless otherwise specified in the Contract, the Bank shall make payment within 30 (thirty) days of receipt of a correct invoice. If the Bank is of the opinion that the invoice submitted by the Service Provider is incorrect, it shall reject the invoice and shall inform the Service Provider of the reasons thereof. The

Bank and the Service Provider agree that under no circumstances shall the absence of rejection by the Bank of an invoice be construed as an implicit acceptance and recognition of the contents of the invoice and an obligation to pay.

- 8.9 Unless otherwise permitted under the terms of the sanction or restricted measure, the Bank shall not make, nor shall the Service Provider request, any payments under this Contract as of the date of a Sanction Event, irrespective of whether the payment concerns delivery of Services predating the Sanction Event. For the avoidance of doubt, payments so extinguished shall not be recoverable.

Article 9. Compliance with the Bank's rules and regulations

- 9.1 The Service Provider undertakes to comply with the Bank's rules and regulations (as they may be updated by the Bank from time to time), to the extent they are applicable to the Service Provider, and in particular with:
- (a) the Rules Applicable to Service Providers Working on the Bank's Premises, set out in Annex I;
 - (b) the Information Security Policy and its implementing policies which shall be provided to the Service Provider if access is granted to the Bank's IT networks and systems;
 - (c) the Rules for the Processing of personal data, set out in Annex II;
 - (d) the Policy of Dignity at Work, published at <www.eib.org/en/publications/dignity-at-work-policy.htm>;
 - (e) the Anti-Fraud Policy, published at <www.eib.org/en/infocentre/publications/all/anti-fraud-policy.htm>;
 - (f) the EMAS Environmental Policy, published at <www.eib.org/en/infocentre/publications/all/eib-group-emas-environmental-policy.htm>;
 - (g) the Code of Conduct, published at <www.eib.org/en/publications/20220167-eib-group-staff-code-of-conduct>;
 - (h) the Whistleblowing Policy, published at <www.eib.org/en/publications/eib-group-whistleblowing-policy>; and
 - (i) the AML-CFT Policy, published at <www.eib.org/attachments/strategies/eib_group_aml_cft_policy_en.pdf>, where the Services consist of support on professional activities within the meaning of said Policy.
- 9.2 The Service Provider shall report immediately to the Bank any circumstances or events that are liable to constitute bullying or harassment and which involve any member of the Service Provider's Personnel.
- 9.3 In accordance with best banking practices the Bank maintains a Business Continuity Management Programme (**BCMP**). If requested by the Bank in the Contract, the Service Provider shall run and maintain its own BCMP and shall:
- (a) adapt – if necessary – its BCMP to ensure the continuation of the Services; and
 - (b) upon request, disclose to the Bank the contents of its BCMP (including any revisions made to it that have a bearing on the Services to the Bank); and
 - (c) notify the Bank if an incident occurs which activates the Service Provider's BCMP and might have some impact on the Services to the Bank (such notification to be given prior to the issue of any eventual notification to the press or other media); and
 - (d) upon request, provide the Bank with an overview of how the Service Provider managed any incident or crisis which resulted in the activation of the Service Provider's BCMP (including a description of impacts to customers and services) and any consequential amendments made to the Service Provider's processes and/or procedures thereafter;
 - (e) upon request, inform the Bank of the recovery time for the Services and how they are prioritized in comparison with other clients; and
 - (f) upon request, disclose to the Bank any high-level non-conformities in the BCMP raised by the auditors of the Service Provider and which may impact the performance of the Contract.

Article 10. Environmental, and Health and Safety requirements

- 10.1 Without prejudice to the general obligation set out in Article 2.5 to abide by all applicable laws and regulations, the Service Provider undertakes to comply, in the performance of the Contract, with the environmental, health and safety, and any other similar conditions set out in the specifications of the Contract.
- 10.2 The Bank reserves the right to carry out directly the necessary checks on the Service Provider to ensure that the environmental, and health and safety requirements are met. These checks may be conducted in part or in full by an external entity duly commissioned by the Bank.

Article 11. Tax and social security obligations

- 11.1 The Service Provider shall be responsible for all tax liabilities arising as a result of the remuneration obtained under the Contract.
- 11.2 The Service Provider shall also be responsible for all social security payments due in respect of itself and its staff. The Service Provider shall indemnify the Bank against any claim made against the Bank for non-compliance thereof.
- 11.3 Upon request of the Bank, the Service Provider shall provide to the Bank proof that it has complied with these obligations.

Article 12. Confidentiality

The Service Provider shall, and shall ensure that the Service Provider's Personnel shall, treat as confidential, any information which it acquires from the Bank, or any other person, in the course of the performance of the Services, including the existence and terms of this Contract, in accordance with the provisions of Annex III.

Article 13. Protection of personal data

Any personal data included in or relating to the Contract, including its implementation, shall be processed by the Bank and by the Service Provider respectively in accordance with the provisions of the Contract and of Annex II.

Article 14. Warranty

The Service Provider represents that the Services will conform to the specifications specified by the Bank. If, during the Contract Duration, the Bank notifies the Service Provider that the Services do not conform to the required specifications the Service Provider shall promptly remedy such nonconformity at no additional cost to the Bank.

Article 15. Liability

The Service Provider shall be liable to the Bank for any loss, injury, fine or damage arising out of the performance (or non-performance) of the Contract, including the acts and omissions of the Service Provider's Personnel and for failing to submit deliverables within the term specified in the Contract.

Where the Service Provider is a joint venture or any other type of consortium or collective entity (legally incorporated or not), such liability shall apply jointly and severally to all entities comprising the Service Provider.

Article 16. Intellectual property rights

- 16.1 All software, reports, notes, drawings, specifications, statistics, plans and other documents and data compiled or made by the Service Provider while performing the Services and all equipment furnished to the Service Provider by the Bank, or purchased by the Service Provider with funds supplied or reimbursed by the Bank hereunder shall be the property of the Bank and copyright in them shall belong to the Bank.

- 16.2 Notwithstanding Article 16.1, where the Contract provides that the intellectual property rights in the object or in the outcome of the Services shall belong to the Service Provider, the Service Provider grants to the Bank, free of additional charge, a transferable and irrevocable right to use the delivered outcome for its ordinary business purposes. The Bank's right shall not be subject to any restrictions, in terms of time and place of use, and shall cover all forms of use known at the time of concluding the Contract. The right of use shall include, without being limited to, the right to modify, further develop and/or dispose of the work protected by the intellectual property rights.

Article 17. Suspension

- 17.1 Without prejudice to the Bank's right to terminate the Contract under Article 18, the Bank may at any time suspend the Contract or any part thereof. Suspension shall take effect on the day that the Service Provider receives written notice from the Bank, or at a later date when the notice so provides.

During the period of suspension, the Service Provider shall take such protective measures as may be necessary to mitigate any loss related to the suspension and to submit, for the written approval of the Bank, an estimate of associated expenses ("**Mitigating Expenses**"). Upon the submission of receipts, the Bank shall reimburse the Service Provider for all approved Mitigating Expenses unless the suspension of the Contract is due to:

- (a) the breach of the Service Provider's obligations under the Contract;
- (b) substantial error or irregularities, alleged or established, by the Service Provider during the award procedure or during the performance of the Contract;
- (c) a Sanction Event; or
- (d) any suspension made pursuant to point (d) of Article 17.3.

For the purposes of point (b), a substantial error or irregularity shall mean any infringement of a provision of the Contract or of any regulation resulting from an act or omission by the Service Provider which causes or might cause a loss to the Bank's budget or harm the Bank's reputation.

- 17.2 Except for the situations described in points (a)-(d) of Article 17.2, and unless otherwise agreed in writing by the Parties, the maximum period of suspension shall be 3 (three) months. Upon expiry of this period, the Bank may
- (a) instruct the Service Provider in writing on whether the Contract shall be fully or partially resumed; or
 - (b) terminate the Contract; or
 - (c) suspend the Contract for an additional period of 3 (three) months if the Bank considers such a suspension being in the interest of the Assignment; or
 - (d) suspend the Contract for an additional period of suspension to be agreed between the Parties.
- 17.3 For the avoidance of doubt, this Article 17 shall not apply in case of Force Majeure pursuant to Article 19.

Article 18. Termination

- 18.1 The Bank may at any time terminate the Contract by giving the Service Provider 1 (one) month's written notice.
- 18.2 The Service Provider may at any time terminate the Contract by giving the Bank 3 (three) months' written notice.
- 18.3 The Bank may terminate the Contract immediately by notice in writing to the Service Provider if:
- (a) the Service Provider is in material breach of any of its obligations under the Contract;
 - (b) the Service Provider, or a member of the Service Provider's Personnel, has been engaged in conduct bringing the Bank into disrepute, including a Sanction Event;

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- (c) the Service Provider, or a member of the Service Provider's Personnel, is in a situation of conflict or potential conflict of interest, as defined in Article 20;
 - (d) the Service Provider has ceased or has resolved to cease to carry on the whole or any substantial part of its business or activities, or a change to the Service Provider's legal, financial, technical or organisational or ownership situation leads to the transfer of all of the Service Provider's rights and obligations to a third party by way of universal succession and said third party is ineligible according to the Bank's procurement policies;
 - (e) any corporate action, legal proceedings or other procedure is taken in any jurisdiction in relation to:
 - i. the suspension of payments, a moratorium of any indebtedness, the winding-up, dissolution, administration or reorganisation of the Service Provider,
 - ii. a composition, assignment or arrangement with any creditor of the Service Provider, or
 - iii. the appointment of a liquidator, receiver, administrator, administrative receiver, regulatory official, compulsory manager or similar officer in respect of the Service Provider;
 - (f) the Service Provider is in breach of the data protection obligations resulting from paragraph B of Annex II;
 - (g) the Service Provider does not comply with the applicable data protection obligations resulting from, amongst others, Regulation (EU) 2016/679 or Regulation (EU) 2018/1725;
 - (h) the Service Provider, or any member of the Service Provider's Personnel, has engaged in Prohibited Conduct within the meaning of the Anti-Fraud Policy referred to in point (e) of Article 9.1;
 - (i) the Service Provider had, at the time of the award of the Contract, been in one of the situations referred to in Article 57(1) of Directive 2014/24/EU and should therefore have been excluded from that award; or
 - (j) the Contract should not have been awarded to the Service Provider in view of a serious infringement of the obligations under the EU Treaties and of Directive 2014/24/EU that has been declared by the Court of Justice of the European Union in a procedure pursuant to Article 258 of the Treaty on the Functioning of the European Union.
- 18.4 The Party triggering the termination shall set out in its written notice (the "**Termination Notice**") the operational procedure applicable to the cessation of the Assignment. Unless otherwise specified in the Contract, the Bank is not required to issue a formal notice for remediation prior to sending the Termination Notice.

Article 19. Force Majeure

- 19.1 The term "**Force Majeure**" as employed herein shall mean any unforeseeable exceptional situation or event beyond the Parties' control, which is not attributable to error or negligence on their part or any of their agents, employees or contractors, proves insurmountable in spite of all due diligence, and prevents either of them from fulfilling, temporarily or not, any of their contractual obligations. Defects in equipment or material or delays in making them available, labour disputes, strikes or financial difficulties cannot be invoked as Force Majeure.
- 19.2 If either Party is temporarily unable as a result of an event of Force Majeure to meet any obligations under the Contract, such party shall give to the other Party written notice of the event within 14 (fourteen) days after its occurrence stating the nature, probable duration and foreseeable effects of the problem, and the measures taken or to be taken to minimise damage.
- 19.3 Neither Party shall be liable to the other Party for loss or damage sustained by such other Party arising from a Force Majeure event or from delays arising from such event. Neither Party shall be considered to be in default or in breach of its obligations under the Contract as a result of a Force Majeure event.
- 19.4 The notifying Party should inform the other in writing as soon as the Force Majeure event has finished, indicating the procedure for the re-activation of the Assignment.

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- 19.5 If any Force Majeure event has occurred and is continuing for a period of 180 (one hundred and eighty) days, each Party shall be entitled to terminate the Contract by serving upon the other 30 (thirty) days' written notice. Unless otherwise agreed between the Parties, at the expiry of the period of 30 (thirty) days the Contract shall be terminated.

Article 20. Conflict of interest

- 20.1 Conflict of interest is a situation where the impartial and objective performance of the Contract by the Service Provider is compromised for reasons involving:
- (a) family, emotional life, political or national affinity, economic interest;
 - (b) any involvement with the Bank or any third party related to the subject matter of the Contract;
 - (c) previous or ongoing professional activities affect Service Provider's capacity to perform the Contract to an appropriate quality standard.
- 20.2 The Service Provider shall ensure to take all the necessary measures to prevent any situation of conflict of interest and to notify the Bank in writing as soon as possible of any situation or potential situation that could constitute a conflict of interest during the Contract Duration. The Service Provider must immediately take action to rectify the situation.
- 20.3 The Bank may verify that the Service Provider's action is appropriate or require the Service Provider to take further action within a specified deadline.
- 20.4 The Service Provider must pass on all these relevant obligations to the Service Provider's Personnel and provide proof thereof if so requested by the Bank. The Service Provider must also ensure that these persons are not deployed in a way which could give rise to conflicts of interest.

Article 21. Insurance and reporting

- 21.1 The Service Provider shall maintain in effect throughout the Contract Duration, at its own expense and to the satisfaction of the Bank, insurance covering work activity and comprehensive general liability insurance including professional liability coverage. At the request of the Bank, the Service Provider shall promptly provide evidence to the Bank showing that such insurance has been taken out.
- 21.2 The Service Provider shall report immediately to the Bank any accident, injury and damage to the property of the Bank or to the property or person of any third party occurring in or arising out of the performance of the Services, as well as any act or matter which within the Service Provider's knowledge may have caused such accident or injury.

Article 22. Inspection and audit by the Bank

- 22.1 The Service Provider shall permit the Bank or its designated representatives periodically to inspect its accounts and records relating to the performance of the Contract during the Contract Duration and for a period of 5 (five) years following the expiry or termination of the Contract.
- 22.2 The Bank shall have the right to make copies thereof, to have them audited by auditors appointed by the Bank, if so required by the Bank, and to transmit any such document to any European Union institution or body having authority to audit the activities of the Bank, including the European Data Protection Supervisor.

Article 23. Severability

If any provision of the Contract is found to be invalid or incomplete, the validity of the remaining terms and provisions shall not in any way be affected thereby.

Article 24. Entire agreement; amendments

- 24.1 The Contract (together with all documents deemed to be an integral part thereof) shall constitute the entire agreement between the Bank and the Service Provider with respect to the Assignment which is

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the subject matter of the Contract. It shall supersede any prior proposal or agreement, whether written or oral, and any other communication concerning the Assignment.

24.2 The Contract may be modified only by a writing signed by both the Bank and the Service Provider.

Article 25. Waiver

No term or provision of the Contract or any document deemed to be an integral part thereof shall be deemed waived by the Bank and no breach excused unless the Bank signed a waiver or consent to that effect.

Article 26. Survival of obligations; cooperation with the Bank

26.1 The provisions of Articles 9,11,12,13,15,16 and 22 shall survive for a period of five (5) years after the expiry or termination of the Contract.

26.2 After the expiry or termination of the Contract, including during any Project evaluation by the Bank, the Service Provider shall:

- (a) continue to cooperate with the Bank to such reasonable extent as may be necessary to clarify or explain any reports, recommendations or other work made or prepared by the Service Provider in the course of the Assignment, and
- (b) at the Bank's request, assist in the transfer of the Assignment to another service provider.

Rules applicable to service providers working on the Bank's premises

Access to the Bank buildings

The Service Provider is required to follow the regulations of the Bank in force regarding access to the Bank's buildings, identification and tracking of all persons on the premises that are not members of the Bank's staff. Accordingly the Service Provider undertakes to comply with these regulations as they may be amended from time to time.

Access to the Bank's buildings is permitted only via their main entrances.

The Service Provider undertakes to limit his presence on the Bank's premises only to areas necessary for execution of the Assignment.

External telephone calls

Business calls

Local business calls can be made to landline telephones by dialling direct from an internal telephone. International business calls must be made through the switchboard.

All communications with the Service Provider's head office, whether by telephone, fax or modem, are considered to be business calls.

Private calls

Private calls can be made from the telephone booths available in the Kirchberg buildings.

Mail

The Mail Room staff will be advised of the presence of the Service Provider and of the possible receipt of mail for his attention. The Mail Room staff can also dispatch personal mail on behalf of the Service Provider in the same way as it does for all staff.

Emergencies and first aid

Emergencies should be reported to the Security Service on extensions 40000, 40001 and 40002 (24 hours).

First aid can be obtained by calling the Bank's nurse on extension 50000 (business hours).

Processing of personal data

A. Processing of personal data by the Bank

Any personal data included in or relating to the Contract, including its implementation, shall be processed in accordance with Regulation (EU) No 2018/1725. Such data shall be processed solely for the purposes of the implementation, management and monitoring of the Contract by the data controller.

The Service Provider or any other person whose personal data is processed by the data controller in relation to this Contract has specific rights as a data subject under Chapter III (Articles 14-25) of Regulation (EU) No 2018/1725, in particular the right to access, rectify or erase their personal data and the right to restrict or, where applicable, the right to object to processing or the right to data portability.

Should the Service Provider or any other person whose personal data is processed in relation to this Contract have any queries concerning the processing of its personal data, it shall address itself to the data controller. They may also address themselves to the Data Protection Officer of the data controller. They have the right to lodge a complaint at any time to the European Data Protection Supervisor.

Details concerning the processing of personal data are available in the data protection notice referred to in the Contract.

B. Processing of personal data by the Service Provider

The processing of personal data by the Service Provider shall meet the requirements of Regulation (EU) No 2018/1725 and be processed solely for the purposes set out by the data controller.

The Service Provider shall assist the controller for the fulfilment of the controller's obligation to respond to requests for exercising rights of person whose personal data is processed in relation to this Contract as laid down in Chapter III (Articles 14-25) of Regulation (EU) No 2018/1725. The Service Provider shall inform without delay the controller about such requests.

The Service Provider may act only on documented written instructions and under the supervision of the controller, in particular with regard to the purposes of the processing, the categories of data that may be processed, the recipients of the data and the means by which the data subject may exercise its rights.

The Service Provider shall grant personnel access to the data to the extent strictly necessary for the implementation, management and monitoring of the Contract. The Service Provider must ensure that personnel authorised to process personal data has committed itself to confidentiality or is under appropriate statutory obligation of confidentiality in accordance with the provisions of Article 12 of these General Terms and Conditions.

The Service Provider shall adopt appropriate technical and organisational security measures, giving due regard to the risks inherent in the processing and to the nature, scope, context and purposes of processing, in order to ensure, in particular, as appropriate:

- (a) the pseudonymisation and encryption of personal data;
- (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
- (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
- (e) measures to protect personal data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to personal data transmitted, stored or otherwise processed.

The Service Provider shall notify relevant personal data breaches to the controller without undue delay and at the latest within 48 hours after the Service Provider becomes aware of the breach. In such cases, the Service Provider shall provide the controller with at least the following information:

- (a) nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
- (b) likely consequences of the breach;
- (c) measures taken or proposed to be taken to address the breach, including, where appropriate, measures to mitigate its possible adverse effects.

The Service Provider shall immediately inform the data controller if, in its opinion, an instruction infringes Regulation (EU) 2018/1725, Regulation (EU) 2016/679, or other Union or Member State data protection provisions as referred to in the Contract.

The Service Provider shall assist the controller for the fulfilment of its obligations pursuant to Article 33 to 41 under Regulation (EU) 2018/1725 to:

- (a) ensure compliance with its data protection obligations regarding the security of the processing, and the confidentiality of electronic communications and directories of users;
- (b) notify a personal data breach to the European Data Protection Supervisor;
- (c) communicate a personal data breach without undue delay to the data subject, where applicable;
- (d) carry out data protection impact assessments and prior consultations as necessary.

The Service Provider shall maintain a record of all data processing operations carried on behalf of the controller, transfers of personal data, security breaches, responses to requests for exercising rights of people whose personal data is processed and requests for access to personal data by third parties.

The Bank is subject to Protocol 7 of the Treaty on the Functioning of the European Union on the privileges and immunities of the European Union, particularly as regards the inviolability of archives (including the physical location of data and services as set out in this paragraph B of this Annex) and data security, which includes personal data held on behalf of the Bank in the premises of the Service Provider or subcontractor.

The Service Provider shall notify the Bank without delay of any legally binding request for disclosure of the personal data processed on behalf of the Bank made by any national public authority, including an authority from a third country. The Service Provider may not give such access without the prior written authorisation of the Bank.

The duration of processing of personal data by the Service Provider will not exceed a period of five (5) years following the expiry or termination of the Contract. Upon expiry of this period, the Service Provider shall, at the choice of the controller, return, without any undue delay in a commonly agreed format, all personal data processed on behalf of the controller and the copies thereof or shall effectively delete all personal data unless Union or national law requires a longer storage of personal data.

For the purpose of Article 5 of these General Terms and Conditions, if part or all of the processing of personal data is subcontracted to a third party, the Service Provider shall pass on the obligations referred to in this Annex and in the Contract in writing to those parties, including subcontractors. At the request of the Bank, the Service Provider shall provide a document providing evidence of this commitment.

CONFIDENTIALITY UNDERTAKING

The Service Provider hereby agrees as follows:

1. Terms defined in the Contract shall have the same meaning when used herein.
2. **“Confidential Information”** shall mean:
 - (i) Any information, whether or not it is marked as "Confidential" or with other similar terms (it being understood that in any case the Bank is entitled, at its discretion, to mark any information as Confidential Information), furnished by the Bank to the Service Provider including, relating or referring to, directly or indirectly, the Contract, the Bank, its customers, its business activities, its corporate decisions and strategies without exception, including business reports, budgets, customer information, business plans, marketing plans and studies, agreements, documents, approvals, licences, releases, knowledge, plans, ideas, processes, expertise, technology, arithmetic rules, architecture, inventions, designs, drafts, draws, diagram, manuals, reports, photos, samples, programs, source code, prototypes, price lists, product descriptions and all other information regardless of whether it is directly or indirectly disclosed or becomes known in oral, graphic, electronic or written form to the Service Provider as a result of or through its relations to the Bank; and
 - (ii) all copies, analyses, lists, forecasts, studies or other documents prepared by the EIB, and / or on behalf or for the benefit of the EIB, provided that such documents contain or otherwise reflect any of the information referred to in subsection (i) above.
3. The term **“Confidential Information”** does not include information which:
 - (i) the Service Provider can prove has been known to it prior to the time of its receipt pursuant to the Contract, or
 - (ii) is in the public domain at the time of disclosure or thereafter enters the public domain without breach of the terms of this Annex or fault on the part of the Service Provider, or
 - (iii) is obtained by, or provided for, the Service Provider from another source which is not under any legal obligation towards the Bank preventing the disclosure of such information, or
 - (iv) must be submitted to the Service Provider's statutory auditors.

For the purposes of (ii) above, Confidential Information shall not be deemed to be in the public domain by reason only that it is known to only a few of those people to whom it might be of commercial interest.

Nothing in this Annex shall impede the disclosure of information which must be submitted to the Service Provider's statutory auditors for the purposes of conducting their audits.
4. The Service Provider agrees to treat all Confidential Information as confidential and not to disclose it in part or in full to other person(s) than those listed under paragraph 5 below without the Bank's prior written approval and to use the Confidential Information solely in connection with the performance of the Contract.
5. The Service Provider may disclose the Information to the Service Provider's Personnel solely on a strict "need to know" basis and for the purposes of performing the Contract, and the Service Provider shall ensure that such persons are made aware of, and comply with, the confidentiality provisions contained in this Annex. All acts or omissions of the Service Provider's Personnel shall be deemed to be acts or omissions of the Service Provider itself.
6. The Service Provider may not disclose the fact that Confidential Information has been provided, discussions or negotiations have taken place or are currently taking place or any terms, conditions or other matters relating to the Contract or its status except with the Bank's prior written approval.
7. If the Service Provider discovers that Confidential Information has been disclosed or utilised without authorisation, it shall immediately notify the Bank.

8. All Confidential Information shall remain the exclusive property of the Bank as well as all patent, copyright, trade secret, trademark and other intellectual property rights therein. No license or conveyance of any such rights to the Service Provider is granted or implied under this Annex. The Service Provider agrees that any Confidential Information is made available by the Bank "as is" and that no warranties of any kind are granted or implied with respect to the quality of Confidential Information, including but not limited to, its fitness for any purpose, non-infringement of third party rights, accuracy, completeness or correctness.
9. The Service Provider shall not, without the prior written consent of the Bank, copy or reduce to writing on any form of recorded media, any of the Confidential Information, except as may be reasonably necessary in furtherance of the Contract for use by the Service Provider's Personnel.
10. The Service Provider shall keep the Confidential Information and any copies thereof secure by effective means in such a way as to prevent unauthorised access.
11. If the Service Provider is or becomes legally obliged to disclose any part of the Confidential Information to a third party shall immediately notify the Bank unless such notification is prohibited by law. The Service Provider shall disclose only that part of the Confidential Information which is legally requested in a written notice issued by an external legal counsel and shall take all efforts to ensure that such Confidential Information is treated confidentially.
12. Upon expiry or termination of the Contract, the Service Provider shall return to the Bank or, at the Bank's written direction, destroy, any Confidential Information with which it has been provided. Confidential Information which the Service Provider is required by law to archive for a certain period as well as data which it requires for internal purposes, e.g. for documentation or evidential purposes, shall not be destroyed or returned but shall remain subject to the provisions of this Annex.