

GGGI GENERAL CONDITIONS OF CONTRACT – CONSULTING SERVICES**G-1. REPORTS AND FINAL PRODUCTS**

- (a) In accordance with Article 1 of the Contract, the Consultant shall submit the work, findings or reports as set out in Annex A. Such submission(s) shall include, but are not limited to, information, data, concepts, know-how, models, analytical tools, frameworks, designs used for, developed during or, if in the public domain or not subject to any obligation of confidentiality, used for or relevant to the Services or the Project; the materials used in training sessions, presentations, workshops, meetings. All reports or documents produced for GGGI shall be created in the version of Microsoft's "Word", "Excel" and/or "PowerPoint" software, and shall be compatible with "Acrobat". GGGI will not accept reports or documents formatted in other software.
- (b) As the final products of the Project, the Consultant shall submit a final report which shall include executive summary, narrative description of all aspects of Project, and detailed information on Project objectives and milestones, consistent with the Technical Component in Annex A, and a financial report. In the financial report, the Consultant shall include detailed and itemized financial statement(s) and a list of supporting documents, in accordance with G-5.7, for all expenditures, including receipts, vouchers and ticket stubs.
- (c) GGGI may request the Consultant to provide additional reports and deliverables, including financial statement(s), when applicable, for the purpose of its internal record and/or external audit.
- (d) The Consultant shall ensure GGGI's visibility on all work products, reports and deliverables of the Project.
- (e) The Consultant shall incorporate all comments, changes and corrections, if requested by GGGI in the course of independent review processes in accordance with Article 3 of the Contract, and make the final submission, which includes, unless otherwise agreed, of a revised final report in English, and in any other language agreed, in a format ready for publication and electronic files of such revised final report, relevant supporting materials and a financial report in a compact disk.

G-2. REPLACEMENT OF EXPERT(S)

- (a) The engagement of the Consultant by GGGI is conditional upon the Expert(s) being in good health and not subject to any physical or mental disability which may interfere with the performance of the Services. To this end, the Consultant shall furnish GGGI with all such medical or other evidence as GGGI may reasonably require.
- (b) GGGI is entitled to demand the replacement of any Expert(s) if, in the opinion of GGGI, the Expert is unable to effectively provide the Services due to reasons related to health, language, ability, professional or personal qualifications and conduct. The Consultant shall bear all additional costs incurred in connection with a replacement of Expert(s) pursuant to this Clause, as well as any additional expenses arising for or in relation to the substitute personnel.
- (c) Following a demand for replacement of the Expert(s) by GGGI, the Consultant shall assign new Expert(s) without delay. The new Expert shall possess qualifications and experience acceptable to GGGI and the relevant fees shall be at a rate no higher than that agreed for the previous Expert.
- (d) The Consultant may replace an Expert with another Expert(s) after obtaining GGGI's written approval if the Consultant reasonably believes it can prove that the replacement will improve or prevent deterioration of the quality of the Services.

G-3. IMMUNITIES

GGGI shall make all reasonable endeavours to ensure that the Experts receive any available privileges, immunities and exemptions accorded to an expert performing a mission for GGGI. The Consultant and Experts hereby acknowledge that any privileges, immunities and exemptions afforded to them are afforded solely in relation to the provision of the Services and can at any time be waived by GGGI.

G-4. FEES

- (a) Where the fee is paid as a fixed fee or lump sum it shall include all ancillary services such as secretarial services and research, as may be incurred for the purposes of the Services as specified in this Contract. Unless otherwise specified in this Contract, per diem allowances and travel expenses and all other miscellaneous expenses shall be deemed to be excluded from the fixed fee or lump sum payment, and agreed separately as maximum reimbursable expenses.
- (b) The fees specified in this Contract shall be deemed to include provision for all leave, insurance, social welfare charges or contributions to which the Consultant may be or may become liable to pay (by law or by agreement) during the Term of Engagement. The Consultant has full and sole responsibility for complying with any applicable law, regulation, administrative rule or guidance in this respect and shall indemnify GGGI against any claim against GGGI for non-compliance thereof, whether made before or after the termination or expiry of this Contract. Except as may be otherwise specified in this Contract, the fees shall also be deemed to include all administrative expenses, and other overheads of the Consultant.
- (c) Except as otherwise agreed between the parties, no fees shall be paid in respect of work performed other than during the Term of Engagement.

G-5. RULES FOR PREPARATION OF INVOICES

Invoices must be prepared according to the following Rules for the Preparation of Invoices. GGGI shall not be responsible for delays in paying invoices if the Consultant's invoices do not comply with the attached Rules. The following points shall be observed when submitting invoices for payment.

1. The invoice shall be sent to the address specified in Article 5.
2. The GGGI Contract number and the name of GGGI's Project Manager (see Article 5 of this Contract) shall be quoted on the invoice.
3. Invoices must be prepared in English and shall be marked to show the Consultant's business address, invoice number and date. The name, email address and telephone number of a person who may be contacted in case of need to raise queries shall be quoted on the invoice.
4. Invoice payments will be made by direct transfer to the bank account referred to in Article 4 of this Contract.
5. Period during which the Services were performed must be stated.
6. Invoices shall be itemised in the order set out in Annex B.
7. A numbered list detailing each reimbursable item in USD shall be submitted, with correspondingly numbered list of supporting receipts, vouchers, air travel costs, ticket stubs (or boarding cards) and travel agency receipts, or other evidence for each item. GGGI reserves the right to have these reimbursable items verified within a period of two years after the date of invoice.
8. GGGI will only make payments after the original signed copy of this Contract has been returned to GGGI and only on submission of invoices, in accordance with point 1 above. Any change to this Contract necessitating an amendment to this Contract should be completed prior to submission of an invoice.
9. Exchange rates for reimbursable expenses will be calculated using the prevailing rates available from an officially and commonly available system (i.e. banks, Oanda, etc.).

10. Each invoice shall be relevant in relation to the total payment schedule, i.e. by presenting the full payment schedule: (i) what has been paid so far, (ii) this payment (“interim bill”), and what remains to be paid under the Contract.
11. The last of the invoices (or, as the case may be, the only invoice) issued by the Consultant for the Services shall be called the “Final Invoice” and shall be indicated as such. The Final Invoice shall not be issued until all the Consultant’s obligations for performing the Services have been satisfactorily fulfilled. The “Final Invoice” must be submitted within three months of the earlier of the completion of the Services and the End Date of this Contract.

G-6 INSPECTION AND AUDIT BY GGGI

- (a) The Consultant shall maintain books and records regarding the Project and details of the receipt and other inflow, and use, disbursement and other outflow, of GGGI’s funds and make them available for inspection by GGGI upon GGGI’s request, subject to any limitation imposed by applicable law. The Consultant shall maintain copies of any records and reports under this Contract for a period of at least three years after the Term of Engagement ends.
- (b) The Consultant shall permit GGGI or its designated representative(s), upon reasonable notice, periodically during and after the Term of Engagement to inspect the Consultant’s accounts and records relating to the performance of this Contract and make copies thereof and to have them audited by auditors appointed by GGGI, if so required by GGGI.

G-7. CONSULTANT’S LIABILITY AND INDEMNITY

- (a) Subject to Clauses G-7(b), (c) and (d), the Consultant shall be liable for and indemnify and hold harmless GGGI, its directors, officers, employees and agents in respect of:
 - 1) any act or omission, whether negligent, tortuous or otherwise, of the Consultant, its Expert(s), directors, officers, employees, subcontractors or agents relating to or arising from the provision of the Services or the matters contemplated in this Contract;
 - 2) any breach by the Consultant, its Expert(s), directors, officers, employees, subcontractors or agents of any of the Consultant's or Expert(s)' obligations under this Contract;
 - 3) any death or injury to a person resulting from the Consultant's, its Expert(s)', directors', officers', employees', subcontractors' or agents' negligence or recklessness;
 - 4) any infringement or alleged infringement by the Consultant, its Expert(s), directors, officers, employees, subcontractors or agents of any patent, copyright, registered design, trade mark, trade secrets or any other intellectual property rights of any third party (“Intellectual Property Infringement”); or
 - 5) any failure of the Consultant, its Expert(s), directors, officers, employees, subcontractors or agents to comply with any applicable law, rule or regulation.
- (b) The Consultant shall indemnify, hold harmless and, subject to GGGI's privileges and immunities, defend GGGI, against all claims, damages, costs (including legal costs), expenses, taxes, penalties, liabilities, proceedings and losses arising from, out of or in connection with Clause G-7(a) 1) or 2) up to an amount equal to the Maximum Contract Amount, except that such ceiling shall not apply to actions, claims, losses or damages caused by the Consultant's or Experts' reckless conduct or fraudulent behaviour.
- (c) The Consultant shall fully indemnify, hold harmless and, subject to GGGI's privileges and immunities, defend GGGI, against all claims, damages, costs (including legal costs), expenses, taxes, penalties, liabilities, proceedings and losses arising from, out of or in connection with Clauses G-7 (a) 3), 4) or 5).
- (d) In respect of the indemnification referred to in Clause G-7(a) 4), GGGI shall provide the Consultant with notice of any Intellectual Property Infringement forthwith upon becoming aware of the same.

G-8. INSURANCE

- (a) Except as may be expressly provided herein, any insurance of GGGI will not apply to the Consultant or its Experts, directors, officers, employees, subcontractors or agents used by the Consultant. All types of insurance are the sole responsibility of the Consultant who shall ensure that appropriate cover is in place before starting to perform the Services. GGGI reserves the right to require evidence that the Consultant has taken out the necessary insurance.
- (b) The Consultant shall maintain at its own cost a comprehensive insurance policy including without limitation professional liability insurance in respect of any liability which may arise under Clause G-7 or any other provision of this Contract, and shall ensure that the minimum amount of cover per claim under such policy shall not be less than the Maximum Contract Amount. Upon signing this Contract, the Consultant shall provide GGGI with a copy of the certificate of insurance evidencing the Consultant's satisfaction of the requirements hereunder and allow GGGI to inspect such document. However, neither inspection nor receipt of such certificate of insurance shall constitute acceptance by GGGI of the terms therefor nor a waiver of the Consultant's obligations hereunder.
- (c) The Consultant shall be responsible for appropriate insurance coverage and for assuring that any Experts, directors, officers, employees, subcontractors or agents it uses also maintain adequate insurance coverage. At GGGI's request, the Consultant shall promptly provide evidence to GGGI showing that such insurance has been taken out, maintained and that the current premium has been paid:
 - i) in the event the Consultant's Expert(s), or employees are using owned, or leased vehicles in carrying out Services under this Contract in the country of assignment, adequate motor vehicle insurance cover in accordance with local standards; and
 - ii) workers' compensation and employer liability insurance, or their equivalents, in respect of the Consultant, the Expert(s), and the Consultant's employees, in accordance with the provisions of applicable law, covering work activity in the jurisdiction(s) where work is to be carried out, and during the course of travel, as well as, with respect to such Expert(s) or employees, any life, health, accident, travel or other insurance as may be appropriate.

G-9. INTELLECTUAL PROPERTY AND USE OF FINAL REPORT AND GGGI NAME

- (a) GGGI shall retain ownership of all work products and results of the Project and all related intellectual property rights and other proprietary rights.
- (b) Any improvement or design made or process or information discovered or copyright work produced by or on behalf of the Consultant in connection with or relating to the Services (whether capable of being patented or registered or not) shall be original work and shall forthwith be disclosed to GGGI and shall belong to and be the absolute property of GGGI. If and whenever required so to do by GGGI, the Consultant shall at the expense of GGGI apply to join with GGGI in applying for patent letters or other protection or registration in any part of the world for any such invention, improvement, design, process, information or work as aforesaid, and shall at GGGI's expense do all things necessary for vesting the said patent letters or other protection or registration when obtained and all right title and interest to and in the same in GGGI absolutely and as a sole beneficial owner.
- (c) During the term of this Contract and for the purpose of the objectives of the Project, GGGI will grant a limited license to use its name and trademarks to the Consultant so that any work products arising out of the Projects shall be distributed, printed and published under the name and trademarks of GGGI.
- (d) Notwithstanding the foregoing, GGGI shall obtain no ownership rights in pre-existing intellectual property of the Consultant or its employees, agents, affiliates, contractors or subcontractors (the "Consultant's IP"), other than those limited express license rights granted under this clause G-9(d). To the extent that the Consultant incorporates any of the Consultant's IP into any outputs, deliverables, records, documentation and other information delivered to GGGI under this Agreement, the Consultant hereby grants to GGGI, a perpetual, royalty-free, non-exclusive, non-transferable license to use such

Consultant's IP solely in connection with GGGI's use of such outputs, deliverables, records, documentation and other information.

G-10. CONFIDENTIAL INFORMATION AND UNAUTHORIZED COMMITMENT OF GGGI

- (e) The Parties agree to respect each other's interest in maintaining the confidentiality of information. "Confidential Information" means: any information identified as confidential or proprietary by either Party, by a government or by other participating parties in the Project, or that ought reasonably under the circumstances to be treated as confidential or proprietary. Each Party shall hold all Confidential Information provided to it by the other Party or by a target government or by other participating parties in confidence and shall treat such Confidential Information with the same degree of care that it uses to protect its own Confidential Information, which must be no less than a reasonable degree of care. Each Party shall also cause its experts, employees, agents or sub-contractors to protect such Confidential Information at least at the same level of protection that is required under this provision. Either Party may publicly disclose Confidential Information only after obtaining the written permission signed by an officer of the other Party. Either Party may disclose Confidential Information to the extent required by law or judicial order, if the prior written notice of such disclosure is furnished to the other Party as soon as possible in order to afford the other Party an opportunity to seek a protective order.
- (f) Except with the prior written consent of GGGI, the Consultant shall, and shall cause the Expert(s), the Consultant's employees, agents or sub-contractors to, refrain from using such above information for the Consultant's or the Expert(s), the Consultant's employees', agents' and sub-contractors' own purposes. Neither the Consultant nor the Expert(s) shall have authority to commit GGGI in any way whatsoever, and shall make this clear as circumstances require.

G-11. GENERAL COVENANTS

The Consultant covenants and agrees that:

- (a) During the Term of Engagement, the Expert(s) shall devote the appropriate time and attention to the performance of the Services and shall at all times act with due diligence and efficiency and in accordance with the Technical Component set out in Annex A. The Expert(s) shall make or assist in making all such reports and recommendations as may be reasonably required by GGGI within the general scope of the Services, and shall at all times co-operate with GGGI, its employees and agents in the interests of the Project. After the Term of Engagement, including during any Project evaluation by GGGI, the Expert(s) shall continue to co-operate with GGGI to such reasonable extent as may be necessary to clarify or explain any reports, recommendations or other submissions made by the Expert(s).
- (b) At all times, the Consultant and the Expert(s) shall act with appropriate propriety and discretion and, in particular, shall not make any public statement concerning the Project, GGGI, or the Services without the prior approval of GGGI. The Consultant and the Experts shall refrain from engaging in any unreasonable political activity.
- (c) The Expert(s) shall immediately inform GGGI of any accident, injury or damage to the property of GGGI or to the property or person of any third parties occurring in or arising out of the performance of the Services and any act, matter or thing which within the Expert(s)' knowledge may have caused such accident or injury. The Expert(s) shall also report immediately to GGGI any circumstances or events which might reasonably be expected to hinder or prejudice the performance of the Services including circumstances and events relating to the Expert(s)' transport and accommodation.
- (d) The Consultant shall not assign or subcontract this Contract or any part thereof to third parties unless the Consultant has obtained prior approval in writing from GGGI after informing GGGI of its own procurement plan and procedures.
- (e) Neither the Consultant nor any Expert nor any affiliate of either shall seek or accept work for GGGI directly related to or resulting from the Services for a period of two years from the date of expiration or termination of this Contract without the prior written consent of GGGI, which consent shall not be unreasonably withheld.

- (f) The Consultant shall ensure that no circumstances arise during the Term of Engagement in which any interest of the Consultant or the Expert(s) or any services or other real or potential benefits which the Consultant or the Expert(s) may render to third parties conflict or might conflict with the Consultant's performance or activities under this Contract.
- (g) The Consultant shall respect and abide by all applicable laws, regulations, administrative rules and guidance of the country of the assignment and of GGGI.
- (h) Where GGGI has entered into an agreement with a third party for the provision to the Expert(s) of transport, accommodation or other facilities, whether in the country of assignment or elsewhere, the Expert(s) shall, so far as may be practicable, utilise such facilities.
- (i) The Consultant will not violate any agreement with or rights of any third party in connection with the Project or otherwise for or on behalf of GGGI.
- (j) The Consultant shall establish an internal mechanism for its employees, subcontractors, agents or independent contractors ("Consultant's personnel") to report any harassment or sexual harassment, as defined in the GGGI Code of Conduct which shall be available to the Consultant upon request, committed by any staff member of GGGI against the Consultant's personnel. The Consultant shall communicate such report to GGGI.
- (k) The Consultant shall ensure that fundamental rights as guaranteed by the International Labour Organization's core conventions are complied with where relevant.

G-12. CORRUPT AND FRAUDULENT PRACTICE

GGGI, without prejudice to any other remedy for breach of contract may, by written notice, terminate this Contract if in its judgement, the Consultant has engaged in corrupt, fraudulent, coercive or collusive practices in competing for or in executing this Contract. For the purposes of this Clause:

- (a) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party in connection with the selection process or in the Contract execution in order to obtain or retain business or other improper advantage in the conduct of business.
- (b) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
- (c) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party in connection with the selection process or in the Contract execution in order to obtain or retain business or other improper advantage in the conduct of business.
- (d) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party, and includes any arrangements among the consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GGGI of the benefits of free and open competition.

G-13. SOCIALLY RESPONSIBLE AND ENVIRONMENTALLY SAFE PRACTICE

- (a) The Consultant undertakes to commit to the principles of the UN Supplier Code of Conduct (http://www.un.org/depts/ptd/pdf/conduct_english.pdf), including UN Global Compact (<http://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/index.html>).
- (b) The Consultant shall make its best effort in good faith to refrain from any act or omission that would be environmentally harmful during the performance of the Services, and ensure that any act, result or occurrence related to, arising out of or in connection with the Services, or this Contract, is not environmentally harmful. The Consultant shall at all times be in compliance with all environmental, health and safety laws of relevant jurisdictions, and observe any applicable international environmental, health and safety conventions and agreements, in connection with or during the performance of the Services, or this Contract.

G-14. FORCE MAJEURE

- (a) For purposes of this Contract, the term "Force Majeure", as employed herein shall mean acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions, and any other similar events, not within the control of either party and which by the exercise of due diligence neither party is able to overcome.
- (b) If either Party is temporarily unable as a result of an event of Force Majeure to meet any obligations under this Contract, such Party shall give to the other Party written notice of the event within fourteen (14) days after its occurrence.
- (c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.
- (d) Neither Party shall be liable to the other Party for loss or damage sustained by such other Party arising from any event of Force Majeure or delays arising from such event.
- (e) During any period of the Consultant's inability to perform the Services in whole or in part, as a result of an event of Force Majeure, GGGI, in its sole discretion, may determine whether or not the Consultant shall be entitled to continue to be paid under the terms of this Contract and reimbursed for additional costs reasonably and necessarily incurred by them during such period and in reactivating the Services after the end of such period.

G-15. RELATIONSHIP OF THE PARTIES

The Consultant shall have the legal status of an independent contractor vis-à-vis GGGI, and the Consultant's personnel and subcontractors shall not be regarded, for any purposes, as staff members of GGGI under the GGGI Staff Regulations and Rules. Nothing contained in these Conditions or in this Contract shall be construed as establishing or creating any relationship other than that of independent contractor between GGGI on the one part and the Consultant, Expert(s), the Consultant's personnel and subcontractors on the other part.

G-16. TERMINATION AND TERMINATION PROCEDURES

- (a) If either Party fails to perform this Contract or materially breaches any of its obligations under this Contract, the non-breaching Party may terminate this Contract immediately if the breaching Party fails to cure such failure or breach within 14 calendar days after having received written notice by the non-breaching Party of the breach or default.
- (b) GGGI may terminate this Contract, whether in whole or in part, at any time for the convenience of GGGI, including curtailment or termination of funding applicable to this Contract, by giving not less than thirty (30) calendar days advance written notice to the Consultant.

- (c) GGGI may terminate this Contract immediately by notice if any of the following cases takes place:
- 1) If at any time in the opinion of GGGI whether for reasons of health or otherwise, the Expert(s) are unable to perform or to complete the Services in an adequate manner;
 - 2) the Consultant fails to commence the Services for the Project past the scheduled date without any justifiable ground;
 - 3) the Consultant fails, or is unlikely, to complete the Services for the Project within the Term of Engagement for any reason imputable to the Consultant;
 - 4) GGGI has determined in its reasonable judgment that the Consultant is in breach of, or incapable to perform, this Contract;
 - 5) the Consultant or the Expert(s) engages in misconduct that is likely to bring GGGI into disrepute;
 - 6) Force Majeure event, as defined in Clause G-14 above, has blocked the performance of Contract, in which case the termination will be in accordance with Clause G-14 of the General Conditions, or
 - 7) Other incidents not imputable to the Consultant have made the performance of this Contract extremely difficult.
- (d) Upon termination of this Contract, the Consultant shall submit the reports and all work products as described in Annex A completed up to the date of termination, any information necessary to explain such reports and work products, and other relevant materials to GGGI within one month from the termination date.
- (e) Upon receipt of notice of termination by GGGI as above, the Consultant shall take immediate steps to terminate the Services in a prompt and orderly manner to reduce losses and to keep further expenditures to a minimum. If this Contract is a fixed-fee or lump sum Contract, the Consultant shall be entitled to that proportion of the Maximum Contract Amount, which represents the value to GGGI of work completed or Services provided by the Consultant under this Contract up to the date of termination.
- (f) Upon termination of this Contract by GGGI (unless such termination shall have been caused by the default of the Consultant), the Consultant shall be entitled to be reimbursed in full for such fees, per diems and expenses as have been duly incurred prior to the date of such termination. The Consultant shall also be entitled to unavoidable reasonable costs incidental to the orderly termination of the Services, only if such costs are approved by GGGI in advance. For avoidance of any doubt, the Consultant shall be entitled to receive no other or further payment. Insofar as such incidental costs concern fees and ancillary expenses in respect of termination of this Contract by GGGI, these shall be deemed avoidable unless the Consultant can prove to the satisfaction of GGGI that the incurring of such costs beyond the date of termination was unavoidable.
- (g) In no event shall any payments provided for in this Clause exceed the Maximum Contract Amount.

G-17. LANGUAGE

English shall be the sole language under this Contract and, except as otherwise agreed or required by GGGI, all communication, documentation and reports under this Contract shall be prepared and presented in the English language. In any dispute over language, the English version shall prevail.

G-18. EQUIPMENT

- (a) Title to any equipment and supplies that may be furnished by GGGI shall rest with GGGI and any such equipment shall be returned to GGGI at the conclusion of this Contract or when no longer needed by the Consultant. Such equipment, when returned to GGGI, shall be in the same condition as when delivered to the Consultant, subject to normal wear and tear. The Consultant shall be liable to compensate GGGI for equipment determined to be damaged or degraded beyond normal wear and tear.
- (b) Unless otherwise stated, any equipment purchased by the Consultant under this Contract shall be disposed of at the end of this Contract at the discretion of GGGI.

G-19. CONSORTIA, SUBCONTRACTORS AND ASSOCIATION

When the Consultant is permitted by GGGI to associate with individual consultants, consultancy firms, partnerships, entities or other persons, in a consortium or through subcontracting or association, as appropriate, the Consultant will ensure that each such consortium member, subcontractor and/or associate fully complies with the Consultant's obligations under this Contract. The Consultant shall be liable for the acts or omissions of such consortia members, subcontractors and/or associates. The Consultant will not be relieved of its obligations under this Contract by use of such individual consultants, firms, partnerships, entities or other persons.

Such permitted individual consultants, firms, partnerships, entities or other persons in the consortia, association or subcontracting arrangement may only be changed with the prior consent of GGGI.

G-20. MISCELLANEOUS

- (a) Amendments and Waivers: No modification, alteration or amendment of this Contract and no waiver of any provision hereof may be made unless such modification, alteration, amendment or waiver is set forth in writing signed by the Parties.
- (b) Sole Contract: This Contract, including all attachments and annexes hereto, constitutes the sole agreement of the Parties relating to the subject matter hereof and supersedes all oral negotiations and prior writings with regard to the subject matter hereof.
- (c) Severability: If one or more provisions of this Contract are held to be unenforceable under applicable law, the Parties will renegotiate such provisions in good faith. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement for such provision then (i) such provision will be excluded from this Contract, (ii) the balance of this Contract will be interpreted as if such provision were so excluded and (iii) the balance of this Contract will be enforceable in accordance with its terms.
- (d) Counterparts: This Contract may be executed in several counterparts, each of which is deemed an original, but all of which together will constitute one and the same instrument.
- (e) Advice of Counsel: Each party acknowledges that, in executing this Contract, such Party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Contract. This Contract must not be construed against any Party by reason of the drafting or preparation hereof.
- (f) Survival of Clause: All terms and provisions of this Contract, including any annexes, which by their nature are intended to survive any termination or expiration of this Contract, shall so survive.
- (g) Exclusion of Third Party Rights: A person who is not a party to this Contract has no rights under any contract law of any jurisdiction or otherwise to enforce any term of this Contract in his/her or its favour except that legally recognised successors or permitted assignees shall be deemed to be a party to this Contract.

- (h) Cumulative Remedies: The rights, powers and remedies of GGGI under this Contract are cumulative and in addition to and not in substitution for any rights, power or remedy that may be available to GGGI at law or in equity.
- (i) Time is of the Essence: Time is of the essence under this Contract.

G-21. DISPUTE SETTLEMENT

- (a) The parties shall make every effort to resolve any disagreement or dispute arising between them under or in connection with this Contract amicably by direct informal negotiation. The party asserting the existence of a disagreement or dispute shall, promptly upon becoming aware of such disagreement or dispute, notify the other party in writing (such writing being referred to herein as the “Notice of Dispute”) specifying the nature of the disagreement or dispute, and shall also provide such other information about the disagreement or dispute as the other party may reasonably require.
- (b) If, forty-five (45) days after the date the Notice of Dispute has been given, the parties have been unable to amicably resolve the dispute or disagreement, either party may initiate arbitration proceedings in accordance with the UNCITRAL Arbitration Rules as at present in force.
- (c) The arbitral tribunal shall consist of one (1) arbitrator who shall be selected by agreement of the parties. If, sixty (60) days after the date of the Notice of Dispute, the parties are unable to agree on the sole arbitrator, the London Court of International Arbitration (“LCIA”) shall act as the appointing authority.
- (d) The seat of arbitration shall be Seoul, Republic of Korea.
- (e) The language to be used in the arbitral proceedings shall be English.
- (f) The resulting award shall be final and binding on the parties and shall be in lieu of any other remedy.
- (g) Nothing contained in this Contract shall be construed as or constitute a waiver, renunciation or other modification of any privileges, immunities and exemptions accorded to GGGI under international conventions, national law, international or any other applicable law.
- (h) The provisions of this Clause shall survive the termination of this Contract.

G-22. APPLICABLE LAW

This Contract shall be governed by and construed in accordance with the laws of England.