

ANNEX A – SPECIAL CONDITION OF CONTRACT

The following Special Conditions of Contract (SCC) shall amend, supplement, revoke or replace the relevant provisions of the General Conditions of Contract (GCC). In the event of any conflict or inconsistency, the provisions herein shall prevail over those in the GCC.

	GCC	Modifying/Supplementing Provision
1	Article 2	The following provision shall supplement Article 2 of the GCC: “2.5 The Contractor shall promote the respect of human rights and respect applicable environmental legislation including multilateral environmental agreements, as well as internationally agreed core labor standards. The Contractor shall not support activities that contribute to money laundering, terrorism financing, tax avoidance, tax fraud or tax evasion.
2	Article 11	The following provision shall replace Article 11 of the GCC: “11.1 Unless UNIDO requests or agrees otherwise, the Contractor shall take all appropriate measures to publicize the fact that the Goods provided under the Contract have received funding from the Funding Partner. Information given to the press and to the final beneficiaries, as well as all related publicity material, official notices, reports and publications shall acknowledge that the Goods were provided <i>"with funding by the European Union"</i> and shall display the EU logo (twelve yellow stars on a blue background) in an appropriate way. Publications by the Contractor pertaining to the Goods, in whatever form and whatever medium, including the internet, shall carry the following disclaimer: <i>"This document was produced with the financial assistance of the European Union. The views expressed herein can in no way be taken to reflect the official opinion of the European Union."</i> Such measures shall be carried out in accordance with the Communication and Visibility Requirements for EU External Action published by the European Commission on https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions_en , or with any other guidelines agreed between the Funding Partner and UNIDO. 11.2 Where applicable, and if during the execution of the Contract, equipment or major supplies are purchased using the Funding Partner funds, the Contractor shall display appropriate acknowledgement on such equipment or major supplies, including the display of the EU logo (twelve yellow stars on a blue background). Where such display could jeopardize UNIDO’s privileges and immunities or the safety of the UNIDO’s staff or of the final beneficiaries, UNIDO shall propose appropriate alternative arrangements. The acknowledgement and the EU logo shall be of such a size and prominence as to be clearly visible in a manner that shall not create any confusion regarding the identification of the Goods provided as an activity of UNIDO, nor the ownership of the equipment or major supplies by UNIDO. 11.3 The above visibility requirements shall continue to apply for as long as the relevant equipment and remaining major supplies are owned by UNIDO. 11.4 The Parties will consult immediately and endeavor to remedy any detected shortcomings in implementing the visibility requirements set out in this Article. This is without prejudice to measures UNIDO may take in case of substantial breach of an obligation.”
3	Article 12	The following provision shall be included as Article 12.10 of the GCC: “12.10 The Contractor shall ensure appropriate protection of personal data. For the purpose of this Contract, personal data shall be: <ul style="list-style-type: none"> • processed lawfully, fairly and in a transparent manner in relation to the data subject; • collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;

		<ul style="list-style-type: none"> • adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed; • accurate and, where necessary, kept up to date; • kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; and • processed in a manner that ensures appropriate security of the personal data.”
4	Article 21	<p>Article 21.2 shall be replaced by the following provision: “21.2 Unless otherwise notified, for a period of seven (7) years following the expiration or prior termination of the Contract and in any case until any on-going audit, verification, appeal, litigation or pursuit of claim or investigation by the European Anti-Fraud Office (OLAF), if notified to UNIDO, has been disposed of, the Contractor shall keep and maintain accurate and systematic accounts and records, and make available all relevant financial information (originals or copies) related to the Contract.”</p> <p>Article 21 shall be supplemented by the following provisions: “21.6 The Contractor shall allow UNIDO and the Funding Partner, or any authorized representatives, to conduct desk reviews and on-the-spot checks on the use made of the Contract Price on the basis of supporting accounting documents and any other document related to the financing of the Services. 21.7 The Contractor agrees that OLAF may carry out investigations, including on-the-spot checks and inspections, in accordance with the provisions laid down by EU law for the protection of the financial interest of the Funding Partner against fraud, corruption and any other illegal activity. 21.8 The Contractor agrees that the execution of the Contract may be subject to scrutiny by the Court of Auditors when the Court of Auditors audits the Funding Partner’s implementation of its expenditure. In such case the Contractor shall provide to the Court of Auditors access to the information that is required for the Court to perform its duties. 21.9 To that end, the Contractor undertakes to provide officials of the European Commission, OLAF and the European Court of Auditors and their authorized agents, upon request, information and access to any documents and computerized data concerning the technical and financial management of operations financed under the Contract, as well as grant them access to sites and premises at which such operations are carried out. The Contractor shall take all necessary measures to facilitate these checks in accordance with its regulations and rules. The documents and computerized data may include information that the Contractor considers confidential in accordance with its own established regulations and rules or as governed by contractual agreement. Such information once provided to the Funding Partner, OLAF, the European Court of Auditors, or any other authorized representatives, shall be treated in accordance with EU confidentiality rules and legislation and Article 13 of the GCC. Documents must be accessible and filed in a manner permitting checks, the Contractor being bound to inform the Funding Partner, OLAF or the European Court of Auditors of the exact location at which they are kept. Where appropriate, the Contractor may be required to send copies of such documents for a desk review. 21.10 Where applicable, the desk reviews, investigations, on-the-spot checks and inspections referred to in this Article shall refer to a verification that shall be performed in accordance with the verification clauses agreed between UNIDO</p>

		<p>and the Funding Partner. This is without prejudice to any cooperation arrangement between OLAF and UNIDO’s anti-fraud bodies.</p> <p>21.11 The Funding Partner shall inform UNIDO, who, in turn shall immediately inform the Contractor, of the planned on-the-spot missions by agents appointed by the Funding Partner in due time in order to ensure adequate procedural matters are agreed upon in advance.</p> <p>21.12 Failure to comply with the obligations set forth in this Article constitutes a case of breach of a substantial obligation under the Contract. The terms of this Article shall survive the termination or expiration of the Contract.”</p>
5	Article 26	<p>The following provision supplements Article 26.1 of the GCC: “For the purpose of this Contract, a conflict of interest shall be deemed to arise where the impartial and objective exercise of the functions of any person executing the Contract is compromised.”</p>