INTER-AMERICAN DEVELOPMENT BANK STANDARD TERMS AND CONDITIONS OF AGREEMENT FOR GOODS

1. OFFER and ACCEPTANCE: This Purchase Order is only an offer to enter into a contract. For this purchase order to be a valid and effective offer, it must be executed by a duly authorized agent of the Inter-American Development Bank ("Bank"). The Bank may revoke, amend or modify this offer at any time prior to Supplier's acceptance. Any of the following acts constitute Supplier’s acceptance of this purchase order and all terms and conditions herein: a) Supplier's execution and return of the acknowledgement copy of this purchase order or Supplier's own acknowledgement form, b) Supplier's commencement of performance pursuant to this purchase order, c) Supplier's delivery of any of the products ordered or d) Supplier’s acceptance of any payment by the Bank hereunder. Acceptance of this purchase order is expressly limited to and conditioned upon acceptance of the terms set forth below, which terms cannot be altered or amended without the Bank’s express written agreement. Acceptance shall be binding upon Supplier and Supplier’s successors, assigns and delegates.

2. TAX EXEMPTIONS: The Bank and its property and transactions are immune from all taxation. The Bank is also immune from all forms of judicial process and does not waive that immunity under this purchase order. This order shall be governed and construed in accordance with the laws of the District of Columbia.

The Bank is exempt by law from payment or collection of all taxes. The Bank shall provide Supplier with tax exemption certificates as evidence of exemption from payment of sales and use taxes as may be required. Supplier shall inform the Bank if any taxing authority refuses to recognize the Bank’s proof of its immunity from taxation. The Bank’s immunity from taxation does not extend to any taxes Supplier must contribute or withhold on behalf of its officers, agents or employees, including but not limited to, payroll and social security taxes or to any sales or other taxes Supplier may incur.

Specific tax exemption certificate information is as follows:
(a) UNITED STATES MANUFACTURER’S and RETAILER’S EXCISE TAXES: Exempt in accordance with Internal Revenue Service letter dated July 12, 1961.
(b) D.C. SALES TAXES: Exemption No. 52-6040854 dated January 05, 2012.
(c) MARYLAND SALES TAX: Exemption No. 30072434.
(d) VIRGINIA SALES AND USE TAX: Exempt in accordance with Department of Taxation letter dated December 06, 2012.

3. TRANSPORTATION AND SHIPPING: Invoices for transportation charges shall indicate the gross weight, transporter and shipping charges paid. All products shall be packaged, marked and otherwise prepared for shipment by Supplier in suitable containers in accordance with sound commercial practices. Supplier shall mark on containers all necessary handling, loading and shipping instructions.
Supplier shall submit with each delivery an itemized shipping or delivery ticket showing, for identification purposes, the date and number of every purchase order against which delivery is being affected.

4. DELIVERY: Time and place of delivery are of the essence in the performance of this purchase order. If delivery cannot be made in the specified time and place, Supplier shall promptly notify the Bank of the earliest possible date for conforming delivery. Notwithstanding such notice, and unless otherwise advised by the Bank in writing, Supplier’s failure to effect conforming delivery shall entitle the Bank to revoke any acceptance, to cancel this order without liability to Supplier, and to purchase substitute product elsewhere.

All deliveries must be made as indicated. Payment delays may result if items are not received by authorized receiving personnel.

5. PERSONAL DATA PROTECTION:

5.1 In the event Personal Data¹ is Processed² by the Supplier in the context of this Agreement, Supplier shall:

(i) comply with all applicable data privacy, protection, security, data breach and related laws and regulations;

(ii) take reasonable steps to ensure that such Personal Data is accurate, relevant, not excessive, and proportionate to the purposes for which it is disclosed and that it is Processed in a fair and transparent manner with respect to the individuals concerned;

(iii) have in place commercially reasonable technical and organizational security measures to ensure the confidentiality of the Personal Data, to protect the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and which provide a level of security that is commercially reasonable given the risk represented by the Processing and the nature of the data to be protected;

(iv) have in place procedures so that any third party it authorizes to have access to the Personal Data, including processors, will abide by the Supplier’s obligations under this Section and respect and maintain the confidentiality of the Personal Data, unless access to Personal Data is required for the purposes of meeting legal obligations, in which case the Supplier will promptly notify the Bank;

¹ "Personal Data" means any information related to an identified or identifiable Data Subject. An identifiable individual is one who can be identified by reasonable means, directly or indirectly, by reference to an attribute or combination of attributes within the data or combination of the data with other available information. Examples of attributes that can be used to identify an identifiable Data Subject include their name, identification number, location data, online identifier, metadata and factors specific, physiological, genetic, mental, economic, cultural or social identity.

² "Process" or “Processing” or “Processed” means any action or set of actions, automated or not, which is performed on Personal Data, or on sets of Personal Data, which may include, without limitation, its collection, recording, use, consultation, retrieval, disclosure by transmission, dissemination or otherwise making available, forwarding, organization, storage, structuring, adaptation or alteration, alignment or combination, restriction, erasure or destruction.
(v) identify a contact point to respond to inquiries concerning Processing of the Personal Data and will cooperate to respond to any such inquiries within a reasonable timeframe.

5.2 Supplier will immediately notify the Bank and the individuals to whom the Personal Data pertains in the event it becomes aware of any breach of its obligations under Section 6.1. Supplier also commits to take reasonable steps to remediate such breach at its expense, and cooperate with any requests regarding the breach.

6. ARBITRATION: If any dispute shall arise between the Supplier and the Bank as to the performance or interpretation of this purchase order or any matter or thing in connection therewith which cannot be settled by amicable agreement, the same shall be referred to arbitration and final determination by a single arbitrator upon either party's giving written notice of the difference or dispute to the other. The arbitration shall be administered by the American Arbitration Association in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The place of arbitration shall be Washington, D.C. The language to be used in the arbitral proceedings shall be English with simultaneous interpretation in any of the Bank's official languages if so requested by the Bank. The arbitrator shall have legal counsel if so desired or if one of the parties so requests. The expenses of any arbitration proceeding shall be borne equally by the Independent Contractor and the Bank.

7. JURISDICTION AND GOVERNING LAW: All questions, matters or disputes including but not limited to questions of interpretation, construction, validity and performance arising from this Purchase Order or any part thereof shall be governed by the laws of the District of Columbia, except that nothing in this clause or this purchase order shall operate to restrict, limit or defeat any rights, privileges or immunities granted to the Bank or Bank personnel under any treaty or domestic or international law.

The United States District Court for the District of Columbia shall have jurisdiction in connection with this Agreement exclusively for the following legal actions: 1) to compel arbitration by a party that refuses to submit to arbitration after receiving notice from the other party pursuant to Article 16 herein; 2) to enforce an arbitration award issued by the arbitrators following the arbitration clause; 3) to decide if the arbitrators exceeded their authority by addressing issues not raised or issues not pertinent to the arbitration; and/or 4) to determine whether proper procedures were followed during arbitration. The United States District Court for the District of Columbia shall have no jurisdiction to review or decide on the matter under arbitration.

8. SUCCESSORS and ASSIGNS: The Bank and Supplier each binds itself, its successors, assigns and legal representatives to the other party hereto, and to the successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in this purchase order. Neither party shall assign this purchase order in whole or in part, or any of its responsibilities and obligations hereunder, without the prior written consent of the other party.
9. PAYMENT: Unless otherwise stated herein, payment terms shall be net thirty (30) days from the later of the date the Bank receives Supplier's invoice or the date on which the Bank accepts the products or services. Payment will be made only for items as they are received and accepted by the Bank. On large quantity orders where shipments are scheduled on an “on call” basis, payment will be made on material or service received and accepted.

10. QUANTITIES: Unless otherwise agreed in writing, Supplier must deliver the exact quantities specified in the purchase order. The Bank reserves the right to reject incomplete deliveries and to return at Supplier’s risk and expense excess quantities delivered.

11. TITLE and RISK OF LOSS: Title to and risk of loss for products (other than software products) purchased which conform to this purchase order shall pass to the Bank upon receipt and acceptance at the Bank’s premises. Title and risk of loss for nonconforming products shall remain with Supplier.

12. INSPECTION and REJECTION: All products shall be received subject to Bank’s inspection, testing, approval and acceptance at its premises notwithstanding any inspection or testing at Supplier’s premises or any prior payment for such products. Products rejected by the Bank as not conforming to this purchase order may be returned to Supplier at Supplier’s risk and expense and shall be replaced by Supplier unless otherwise instructed by the Bank.

13. WARRANTIES

13.1 In addition to any other express or implied warranties, Supplier warrants that all products delivered hereunder shall be merchantable, new, suitable for the uses intended, of the grade and quality specified, free from all defects in design, material and workmanship, will conform to all samples, drawings, descriptions and specifications furnished, and will be free of liens and encumbrances. Supplier warrants that any product, equipment, software, methodology, design, device, material, process, report, trademark, documentation or information provided to the Bank or used in connection therewith does not violate or infringe upon any patent, copyright, trade secret or other proprietary right of any third party and hereby indemnifies and holds the Bank, its officers, agents and employees harmless for any losses, damages, liabilities, causes of action, judgments, costs, or expenses, including attorneys’ fees, which may result from the breach or alleged breach of this warranty. Supplier agrees to replace any infringing part and to provide any service necessary to maintain the level of performance thereof, at no additional cost to the Bank, provided, however, that upon notice of an infringement or alleged infringement, the Bank shall have the right to terminate this purchase order upon written notification to Supplier.

13.2 Supplier represents and warrants that it, and, to the best of its knowledge, its controlling shareholders, officers, and those of its agents and personnel involved in the performance of the Work, as well as its parent, subsidiaries, and those of its subcontractors involved in the performance of the Work, (i) are not currently suspended or debarred from doing business with the Bank or any other International Financial
Institution; and (ii) are not prohibited from receiving payments from a Bank member country in compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. Supplier further acknowledges and agrees that it is subject to the Bank’s Sanctions Procedures.

13.3 Supplier represents and warrants that it has disclosed to the Bank whether it has, at any time during the previous five (5) years, been subject to suspension or debarment, as a result of having engaged in Prohibited Practices or practices similar thereto, by (i) the Bank; and/or (ii) any other International Financial Institution or national authority. Supplier represents and warrants that it has not engaged in, nor will it engage in, Prohibited Practices during the selection process, award, negotiation of execution of the Work, that it will report to the Bank any suspected Prohibited Practices of which it has knowledge or of which it becomes aware, and that it will assist the Bank in investigating allegations and uncovering evidence of Prohibited Practices related to Bank-financed activities.

13.4 Supplier represents and warrants that it has disclosed to the Bank if it has been associated or involved in any way, directly or indirectly, with the preparation of the Terms of Reference or any other documents used by the Bank and its personnel in connection with the award of the Work.

13.5 Should the Bank determine, in its sole discretion, that Supplier’s name (or the name of any of Supplier’s officers, directors, controlling parties and/or beneficial owners or of any payee designated by the Supplier) appears, or that there is evidence that such name appears, on any internationally-recognized sanctions list, the Bank shall have the right to immediately suspend payment of any amounts due hereunder. If the Bank suspends any payment based on such a determination, it will inform Supplier of the reason for this decision. Such suspension of payment shall remain in effect until such time as the Bank concludes, in its sole discretion, that Supplier’s name (or the name of any of Supplier’s officers, directors, controlling parties and/or beneficial owners) does not actually appear on the relevant sanctions list or that in the Bank’s sole opinion the
risks presented by such listing are adequately mitigated. During the term of this Agreement, Supplier shall adhere to all laws and regulations applicable to Supplier regarding anti-money laundering and countering the financing of terrorism.

14. CANCELLATION/TERMINATION: The Bank may by written notice to Supplier, cancel the whole or any portion of this Purchase Order in the event of (I) proceedings, voluntary or involuntary, in bankruptcy or insolvency, by or against, Supplier, (ii) the appointment with or without Supplier's consent of any trustee or receiver for any substantial portion of Supplier's assets, (iii) any assignment for the benefit of Supplier's creditors, (iv) Supplier's breach of any provision contained herein, or (v) in accordance with the Bank's Sanctions Procedures, if evidence that Supplier has engaged in any Prohibited Practices is found by the Bank. In the event of any such cancellation, the Bank may procure, upon such terms and in such manner as the Bank may deem appropriate, products comparable to the products covered by the purchase order so terminated, and Supplier shall be liable to the Bank for any excess cost of such comparable products. In the event of any such cancellation, the Bank may require Supplier to deliver to the Bank in the manner and to the extent directed by the Bank, any completed or partially completed products, against the Bank's payment of the portion of the price properly allocable to such products. Supplier shall continue performance of this Purchase Order to the extent not cancelled. Except to the extent specifically set forth herein, the Bank shall have no obligation or liability to Supplier in respect to the cancelled portion of this Purchase Order. The Bank's rights set forth in this Section 13 shall be in addition to the Bank's other rights in the event of Supplier's default. Notwithstanding the foregoing, Supplier shall not be liable to the Bank for excess costs or other damages if Supplier's default is due to causes beyond its reasonable control and without its negligence. In the event of any such cancellation all deposits or prepayment shall be deemed to have been held in trust for the Bank's benefit and shall be returned to the Bank promptly upon request.

Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement, including the provisions on Confidentiality, Warranties, Arbitration, Jurisdiction and Governing Law, and Indemnification, shall remain in full force and effect after the termination or expiry of this Agreement.

15. SUBCONTRACT: Supplier may not subcontract any of the Work hereunder without the prior written approval of the Bank. Supplier shall ensure that any and all subcontractors shall be bound to the terms and conditions of this purchase order. Supplier shall properly direct and control its sub-contractors and shall have full responsibility for all Work, whether performed by Supplier or its sub-contractors.

16. ASSIGNMENT: Supplier shall not delegate or subcontract any duties or assign any rights or claims under this Purchase Order without the Bank's prior written consent, and any such attempted delegation, subcontract or assignment shall be void.

17. INDEMNIFICATION: Supplier shall indemnify and hold the Bank, its officers, employees or agents, servants and/or invitees harmless against all claims, losses, liabilities, damages, costs and expenses, including but not limited to attorneys’ fees, and shall
defend all actions and proceedings at its sole expense, resulting from the breach or alleged breach of any representation, warranty or agreement made by Supplier in this Purchase Order, including without limitation, Supplier’s obligations to deliver products pursuant to this Purchase Order and Supplier’s representations, warranties and agreements contained in this Purchase Order.

18. SEVERABILITY, REMEDIES; WAIVER: In the event that any one or more provisions contained in this Purchase Order is declared invalid, illegal or unenforceable in any respect by an arbitrator or court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby and shall remain in full force and effect.

19. NOTICES: Any notice or communication required or permitted under this Purchase Order shall be in writing and shall be deemed received when personally delivered or three days after being sent via first-class mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other.

20. DISCLOSURE OF AWARDED CONTRACT INFORMATION: The Supplier agrees that the Bank may publicly disclose the Contract awarded information on the Bank's Procurement Internet; which may include the following: i) supplier name; ii) award date; iii) a short description of the services or products; iv) supplier country; v) IDB's VP Office; vi) contract value and vii) sourcing method.

21. ELECTRONIC SIGNATURE: This Purchase Order may be electronically signed. Any electronic signature on this Purchase Order, or any other amendment, notice or other document under this Purchase Order, shall be deemed an original handwritten signature for purposes of validity and enforceability. Either party may withdraw its consent to receive electronically signed documents under this Purchase Order at any time by notifying the other party.

22. IDB SUPPLIER DIVERSITY PROGRAM:
Supplier will promote more business opportunities for entities owned and/or managed by women, afro descendants-indigenous persons, LGBTQ+, and persons with disabilities, emphasizing measurable results and continuous growth. Supplier is encouraged to support the Inter-American Development Group program by, at a minimum, promoting and seeking out such entities to expand their involvement in the Bank's business. Supplier may be asked by the Bank to report on progress results, including diverse supplier information, specifically pertaining to this Article.

23. ENTIRE PURCHASE ORDER: This purchase order is the complete and exclusive statement of the Purchase Order between the Bank and Supplier with respect to the Bank’s purchase of the products. No waiver, consent, modification, amendment or change of the terms of this purchase order shall be binding unless in writing and signed by the Bank and Supplier. In case of conflict between the terms and conditions on the face of this Purchase Order and the terms and conditions contained on this text, the terms and conditions on the face of this Purchase Order shall control.
24. ADDITIONAL or INCONSISTENT TERMS: Any term or condition set forth in written communication to the Bank from Supplier which is in any way different from, inconsistent with or in addition to the terms and conditions set forth herein will not become a part of the Purchase Order or be binding upon the Bank, unless specifically agreed in writing by the Bank. If Supplier objects to any term or condition set forth herein, this objection must be in writing and received by the Bank prior to Supplier’s delivery. The Bank’s failure to object to terms contained in any communication from Supplier will not be a waiver of the terms set forth herein. Supplier shall not condition any delivery upon the abrogation or modification of any of the terms and conditions included in this purchase order.