Appendix 2 –

**Goal General Terms and Conditions**

1. LEGAL STATUS

The Vendor shall be considered as having the legal status of an independent contractor vis-à-vis GOAL. The Vendor, its personnel and sub-contractors shall not be considered in any respect as being the employees of GOAL. The Vendor shall be fully responsible for all work and services performed by its employees, and for all acts and omissions of such employees.

II. SUB-CONTRACTING

In the event the Vendor requires the services of a sub-contractor, the Vendor shall obtain the prior written approval of GOAL for all sub-contractors. The Vendor shall be fully responsible for all work and services performed by its sub-contractors and vendors, and for all acts and omissions of such sub-contractors and vendors. The approval of GOAL of a sub-contractor shall not relieve the Vendor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.

III. OBLIGATIONS

The Vendor shall neither seek nor accept instructions from any authority external to GOAL. Vendors may not communicate at any time to any other person, government or authority external to GOAL any information known to them by reason of their association with GOAL which has not been made public, except in the course of their duties or by authorization of the GOAL: nor shall Vendors at any time use such information to private advantage. These obligations do not lapse upon termination/expiration of their agreement with GOAL.

IV. ACCEPTANCE AND ACKNOWLEDGEMENT

Initiation of performance under this contract by the vendor shall constitute acceptance of the contract, including all terms and conditions herein contained or otherwise incorporated by reference.

V. WARRANTY

The Vendor warrants the goods furnished under this Contract to conform to the specifications and to be free from damage and defects in workmanship or materials. This warranty is without prejudice to any further guarantees that the Vendor provides to purchasers. Such guarantees shall apply to the goods subject to this Contract.

VI. INSPECTION

The duly accredited representatives of GOAL or the donor shall have the right to inspect the goods called for under this Contract at Vendor’s stores, during manufacture, in the ports or places of shipment, and the Vendor shall provide all facilitates for such inspection. GOAL may issue a written waiver of inspection at its discretion. Any inspection carried out by representatives of GOAL or the donor or any waiver thereof shall not prejudice the implementation of the other relevant provisions of this Contract concerning obligations subscribed by the Vendor, such as warranty or specifications.

VII. EXPORT LICENCE

The Contract is subject to the obtaining of any export licence or other governmental authorisation that may be required. It shall be the responsibility of the Vendor to obtain such licence or authorisation. GOAL may, at its discretion, use its best endeavours to assist.

VIII. OFFICIALS NOT TO BENEFIT

The Vendor represents and warrants that no official of GOAL has been, or shall be, offered by the Vendor any direct or indirect benefit arising from this Contract or the award thereof. The Vendor agrees that breach of this provision is breach of an essential term of this Contract.

IX. FORCE MAJEURE

Force Majeure shall mean Acts of God, laws or regulations, industrial disturbances, acts of the public enemy, civil disturbances, explosions and any other similar cause of equivalent force not caused by, nor within the control of, either party or which neither party is able to overcome. As soon as possible after the occurrence of the Force Majeure, and within not more than fifteen (15) days, the Vendor shall give notice and full particulars in writing to GOAL of such Force Majeure. If the Vendor is thereby unable, wholly or in part to perform his obligations and meet his responsibilities under this Contract, GOAL shall then have the right to cancel the Contract by giving, in writing, seven (7) days’ notice of termination to the Vendor.

X. DEFAULT

In case of default by the Vendor, including, but not limited to, failure or refusal to make deliveries within the limit specified, GOAL may procure the goods or services from other sources, and hold the Vendor responsible for any excess cost occasioned thereby. Furthermore, GOAL may, by written notice, terminate the right of the Vendor to proceed with deliveries or such part or parts thereof as to which there has been default.

XI. REJECTION

In the case of goods or services purchased based on specifications or scope of works, GOAL shall have the right to reject the goods or services or any part thereof if they do not conform to specifications or the scope of works.

XII. AMENDMENTS

No change in or modification of this Contract shall be made except by prior agreement between the Responsible Buyer in GOAL in Ireland and the Vendor.

XIII. ASSIGNMENTS

The Vendor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof or of any of the Vendor’s rights, claims or obligations under this Contract except with the prior written consent of GOAL.

XIV.INDEMNIFICATION

The Vendor agrees to indemnify, hold and save GOAL harmless and defend at its own expense GOAL, its officers, agents and employees from and against all suits, claims, demands and liability of whatever nature or kind, including costs and expenses thereof and liability arising there from, with respect to, arising from or attributable to acts or omissions of the Vendor or its employees or sub-contractors in or relating to the performance of this Contract. This provision shall extend to, but shall not be limited to, claims and liability in the nature of product liability claims.

GOAL will promptly notify the Vendor of any such suit, claim, proceeding, demand or liability within a reasonable period of time after having received written notice thereof, and will reasonably co‑operate with the Vendor, at the Vendor’s expense, in the investigation, defence or settlement thereof, subject to the privileges and immunities of GOAL.

The Vendor shall not permit any lien, attachment or other encumbrance by any person or entity to remain on file in any public or official office or on file with GOAL against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Vendor.

XV. DISPUTES - ARBITRATION

Any claim or controversy arising out of or relating to this or any contract resulting herefrom, or to the breach, termination or invalidity thereof, shall be, unless settled amicably through negotiation, submitted to arbitration in accordance with Irish law.

XVI. USE OF NAME, EMBLEM OR OFFICIAL SEAL

Unless authorised in writing by GOAL, the Vendor shall not advertise or otherwise make public the fact that he is a Vendor to GOAL or use the name, emblem or official seal of GOAL or any abbreviation of the name of GOAL for advertising purposes or for any other purposes.

XVII. LIQUIDATED DAMAGES

Late delivery, or dispatch outside the agreed shipping schedule, shall be subject, without notice, to an assessment of liquidated damages equivalent to 1 percent of the Contract value per day or part thereof. The assessment will not exceed 10 percent of the contract value. GOAL has the right to deduct this amount from the Vendor’s outstanding invoices, if any. This remedy is without prejudice to any others that may be available to GOAL, including cancellation, for the Vendor’s non-performance, breach or violation of any term or condition of the Contract.

Acceptance of goods delivered late shall not be deemed a waiver of GOAL’s rights to hold the Vendor liable for any loss and/or damage resulted therefrom, nor shall it act as a modification of the vendor’s obligation to make future deliveries in accordance with the delivery schedule.

XVIII. CORRUPTION MITIGATION

There are no costs payable to GOAL by the vendor in association with the execution of this contract. If the vendor is approached by a GOAL member of staff for a payment, commission, ‘kickback’ or associated payment, they are obliged to report the request directly to GOAL’s Country Director within thirty-six hours. Failure to report any request for payment by a GOAL member of staff or actual payment by the vendor to a GOAL member of staff to the GOAL Country Director shall result in the immediate termination of any contract and may result in disqualification of the vendor from participation in future contracts with GOAL.

XIX. ANTI-PERSONNEL MINES

The Vendor guarantees that it is not engaged in the sale or manufacture, either directly or indirectly, of anti-personnel mines or any components produced primarily for the operation thereof. Any breach of this representation and warranty shall entitle GOAL to terminate this Contract immediately upon notice to the Vendor, at no cost to GOAL.

XX. ETHICAL PROCUREMENT

The Vendor represents and warrants that neither it, nor any of its vendors is engaged in any practice inconsistent with the following code of conduct for vendors: Employment is freely chosen, freedom of association and the right to collective bargaining are respected, working conditions are safe and hygienic, no child labour/protection of children is ensured, living wages are paid, working hours are not excessive, no discrimination is practiced, regular employment is provided, no harsh or inhumane treatment is allowed, any harm to the environment shall be avoided or limited. Any breach of this representation and warranty shall entitle GOAL to terminate this Contract immediately upon notice to the Vendor, at no cost to GOAL.

XXI. VENDOR INELIGIBILITY

Candidates that fall into any of the following categories are ineligible to participate in GOAL procurement processes: (a) They are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations; (b) They have been convicted of an offence concerning their professional

conduct by a judgement that has the force of res judicata; (c) They have been guilty of grave professional misconduct proven by any means that the contracting authority can justify; (d) They have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed; (e) They have been the subject of a judgement that has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity; (f) Following another procurement procedure or grant award procedure, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations;

XXII. VENDOR EXCLUSION

Negotiation with vendors or potential vendors may be severed at any stage during a procurement process if it is found that they meet either of the following exclusion criteria: (a) Are subject to a conflict of interest; (b) Are guilty of misrepresentation in supplying the information required by GOAL as a condition of participation in the contract procedure, or fail to supply all of the information requested.

XXIII. PRIOR NEGOTIATIONS SUPERSEDED BY CONTRACT

This Contract supersedes all communications, representations, arrangements, negotiations, requests for proposals and proposals related to the subject matter of this Contract.

XXIV. INTELLECTUAL PROPERTY INFRINGEMENT

The Vendor warrants that the use or supply by GOAL of the goods sold under this Contract does not infringe on any patent, design, tradename or trademark. In addition, the Vendor shall, pursuant to this warranty, indemnify, defend and hold GOAL harmless from any actions or claims brought against GOAL pertaining to the alleged infringement of a patent, design, tradename or trademark arising in connection with the goods sold under this Contract.

XXV. TITLE RIGHTS

GOAL shall be entitled to all property rights including but not limited to patents, copyrights and trademarks, with regard to material which bears a direct relation to, or is made in consequence of, the services provided to the organisation by the Vendor. At the request of GOAL, the Vendor shall take all necessary steps, execute all necessary documents and generally assist in securing such property rights transferring them to the organisation in compliance with the requirements of the applicable law.

Title to any equipment and supplies which may be furnished by GOAL and any such equipment shall be returned to GOAL at the conclusion of this Contract or when no longer needed by the Vendor. Such equipment, when returned to GOAL, shall be in the same condition as when delivered to the Vendor, subject to normal wear and tear.

XXVI. PACKING

The Vendor shall pack the goods with new, sound materials and with every care, in accordance with the normal commercial standards of export packing for the type of goods specified herein. Such packing materials used must be adequate to safeguard the goods while in transit. The Vendor shall be responsible for any damage or loss that can be shown to have resulted from faulty or inadequate packing.

XXVII. INSURANCE

The vendor shall provide and thereafter maintain for the duration of this contract and any extension thereof all appropriate workmen’s compensation insurance or its equivalent with respect to its employees to cover claims for personal injury and death in connection with this contract. The vendor shall, upon request, furnish proof to the satisfaction of the GOAL, of such liability insurance. The vendor shall further provide such health and medical insurance for its agents and employees, as the vendor may consider advisable.

XXVIII. TERMINATION OF CONTRACT

Either party may cancel this Contract before the expiry date of the Contract by giving notice in writing to the other party. The period of notice shall be five days in the case of contracts for a total period of less than two months or fourteen days in the case of contracts for a longer period.

In the event of the Contract being terminated prior to its due expiry date in this way, the Contractor shall be compensated on a pro rata basis for no more than the actual amount of work performed to the satisfaction of GOAL. Additional costs incurred by GOAL resulting from the termination of the Contract by the Contractor may be withheld from any amount otherwise due to the Contractor from GOAL.

XXIX. ASSIGNMENT OF PERSONNEL

The Contractor shall not assign any persons other than those accepted by GOAL for work performed under this Contract.

XXX. OVERRIDING CLAUSE

In the event of any conflict or inconsistencies between these Terms and Conditions or any other document which forms part of the Contract, the contract shall prevail except where they have been amended (by specific reference to the relevant clause and paragraph of these Terms and Conditions) as provided for herein.

XXXI. WITHHOLDING TAX

GOAL reserves the right to deduct withholding tax from the vendor's invoice if so, required by law. This will apply unless the vendor has supplied in advance the required documentation proving its exemption from withholding tax (e.g. withholding tax exemption certificate).

1. ACCESS TO DOCUMENTATION

GOAL, its donors or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the vendor which are directly pertinent to the specific program for the purpose of making audits, examinations, excerpts and transcriptions