ROYAL HERITAGE HEALTH FOUNDATION (RHHF)

GENERAL TERMS AND CONDITIONS FOR CONTRACTS

1. **Legal Status**
   The Service Provider shall be considered an independent contractor. Nothing in this contract shall be interpreted as creating an employer-employee relationship between RHHF and the Service Provider or its personnel.

2. **Assignment of Personnel**
   The Service Provider shall not assign personnel to this project without written approval from RHHF. All personnel must be qualified and adhere to the Foundation's standards.

3. **Obligations of the Service Provider**
   The Service Provider and its personnel shall:

- Not seek or accept instructions from external parties regarding performance under this contract.
- Avoid any conduct that may harm RHHF’ s reputation.
- Comply with all applicable local and international laws.
- Uphold integrity and conduct free from corruption, fraud, and discrimination.
- Not publicize their relationship with RHHF without written permission.
- Not use RHHF's name, logo, or materials without explicit written approval.
- Maintain confidentiality of all non-public information accessed during the contract period and beyond.
- Adhere to RHHF's Code of Conduct and operational values.

4. **Warranties and Representations**
   The Service Provider confirms:

- Non-involvement in manufacturing or selling weapons or related materials.
- Compliance with international labor standards including non-use of child or forced labor.
- Respect for the rights of the child, human rights, and dignity in all engagements.
- That no legal claims exist which could affect its integrity or RHHF's reputation.

- That it is not listed in relation to terrorist activities under any United Nations resolutions.

5. **Intellectual Property and Materials**

- RHHF retains all rights to work produced or information gathered during the contract.
- The Service Provider shall assist in transferring intellectual property rights to RHHF if necessary.
- All RHHF-furnished equipment or materials shall be returned in good condition at contract end.

6. **Tax Consideration**
   Any tax exemptions applicable to RHHF shall be reflected in the contract pricing. Taxes not required by law must be refunded or deducted from future payments.

7. **Project Delays**
   RHHF reserves the right to withhold payments or claim damages if delays not caused by force majeure result in additional costs or harm.

8. **Use of Name and Logo**
   The Service Provider shall not use RHHF' s name or branding without prior written consent. Misuse constitutes grounds for immediate termination.

9. **Conflict of Interest, Fraud, and Misuse of Funds**
   The Service Provider shall:

- Uphold ethical standards and avoid conflicts of interest.
- Promptly report and address any suspected misconduct or misuse of resources.
- Cooperate fully with any investigations initiated by RHHF.

10. **Termination**
    This agreement may be terminated:

- With five (5) days written notice for contracts under two months, or fourteen (14) days for longer contracts.
- Immediately by RHHF in the event of misconduct, reputational damage, or breach of contract.
- Compensation will be pro-rated for services satisfactorily delivered prior to termination.

11. **Bankruptcy and Insolvency**
    RHHF may terminate this contract without liability if the Service Provider files for bankruptcy or becomes insolvent.

12. **Force Majeure**
    Force majeure events must be reported within 15 days. RHHF reserves the right to terminate the contract with 7 days' notice in such cases, and recover any advance payment.

13. **Insurance and Indemnification**

- The Service Provider shall indemnify and hold RHHF harmless from liabilities arising from acts or omissions in contract performance.
- The Service Provider must maintain appropriate insurance and provide proof upon request.

14. **Liability**
    The Service Provider is responsible for damages arising from failure to perform professionally or competently.

15. **Benefit to RHHF Officials**
    No RHHF official shall receive personal benefits from this contract. Violation constitutes breach of a core contractual term.

16. **Amendments and Assignment**
    No changes or subcontracts are permitted without written approval from RHHF. Unauthorized transfer or modification voids the agreement.

17. **Dispute Resolution**
    Any disputes shall be settled through arbitration under UNCITRAL rules. Venue: Geneva, Switzerland. Language: English. The decision shall be binding.

18. **Governing Law**
    This agreement shall be governed by Nigerian law.

19. **RHHF Privileges and Immunities**
    Nothing herein shall constitute a waiver of RHHF's legal privileges or immunities under applicable international or national law.