



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 dispute, controversy, or claim arising out of or in connection with this Agreement, including its interpretation, performance, breach, or termination, shall first be resolved amicably through good faith negotiations between the Parties. Where the Parties are unable to resolve the dispute within thirty (30) days, the dispute shall be referred to arbitration in accordance with the provisions of the Arbitration and Mediation Act 2023. The seat and venue of the arbitration shall be Abuja, Nigeria, and the proceedings shall be conducted in the English language. The decision of the arbitral tribunal shall be final and binding on the Parties.

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.