



**Adresse de livraison/ Ship To :**

Fontainebleau  
Boulevard de Constance  
77300 Fontainebleau  
France  
**Contact :** Sylvia Lege [sylvia.lege@insead.edu]

Date de commande/ PO date: 02/10/2024

N° de commande/ PO Number : **PO-24-20239-FBL**

Délais de paiement/ Payment Terms : 30 days

Contract or Agreement Terms: INSEAD T&C

**Fournisseur/ Supplier :**

FABIANA DIAZ GUFLER  
SUPPLIER CONTACT  
BURGSTEIN 60B  
6444 LANGENFELD  
Austria

**Adresse de facturation/ Bill To:**

INSEAD (France) BU  
Boulevard de Constance  
77300 Fontainebleau  
France

**Informations additionnelles/ Additional Info :**

EDP TGM FF M1 03 October 2024; FBL - Fabiana Diaz

**Instructions de facturation/ Billing Instructions :**

**Le numéro de Commande et l'adresse de livraison doivent être indiqués clairement sur la facture pour faciliter le paiement.**

Veuillez soumettre vos factures via notre portail fournisseur [<https://horizon.insead.edu>] pour un traitement de vos factures simplifié et un accès facilité au statut de vos paiements.

**PO Number & Delivery address must be clearly indicated on invoice for it to be processed.**

Submit invoices via Supplier Portal [<https://horizon.insead.edu>] for efficient processing of invoice and access to payment status.

No.	Description	Date de livraison /Deliver by	Quantité /Qty	Unité /Unit	Prix unitaire /Unit Price	Devise /Curr	Montant (HT) /Amt (Excl. Tax)
1	INDIVIDUAL FOLLOW UP SESSION - FABIANA DIAZ GUFLER -TGM FF M1 03 October 2024; FBL	03/01/25	4	HOU	250	EUR	1,000.00
2	Living Allowance - FABIANA DIAZ GUFLER -TGM FF M1 03 October 2024; FBL	03/10/24	1	Day	50	EUR	50.00
3	Coaches / Consultants / Adjunct Faculty DAY RATE - FABIANA DIAZ GUFLER -TGM FF M1 03 October 2024; FBL	03/10/24	1	Day	1800	EUR	1,800.00

**Montant Total/ Total Net Amt (Hors Taxe)/ (Excl. Tax)** **2,850.00** **EUR**

Ce bon de commande (« PO ») est soumis aux Conditions Générales d'Achats de l'INSEAD (CGA INSEAD) que vous trouverez ci-dessous et qui sont disponibles sur [www.insead.edu/suppliers](http://www.insead.edu/suppliers), sauf mention particulière ou Contrat signé séparément par les deux parties.

Dans le cas où la facture ne peut pas être soumise via le Portail Fournisseurs, veuillez envoyer le PDF original de votre facture par courrier électronique à [accounts.payableFR@insead.edu](mailto:accounts.payableFR@insead.edu)

This Purchase Order ("PO") is subject to INSEAD's Standard Terms and Conditions of Purchase (INSEAD TCP), which can be found below and are available at [www.insead.edu/suppliers](http://www.insead.edu/suppliers), unless otherwise specified or unless a Contract has been separately signed by both parties.

In instances where the invoice cannot be submitted via the Supplier Portal, please email the original PDF of your invoice to [accounts.payableFR@insead.edu](mailto:accounts.payableFR@insead.edu)

# INSEAD Terms & Conditions of Purchase

Unless otherwise agreed in writing between the Parties, these Standard Terms and Conditions of Purchase ("Conditions") govern the offering and performance or supply of the Goods and/or of the Services (as applicable) from the Supplier to INSEAD. The Conditions supersede any and all prior oral and written quotations, communications, agreements and understandings of the Parties in respect of the supply of Goods and/or the Services and shall apply in preference to and supersede any and all terms and conditions of any order placed by INSEAD and any other terms and conditions submitted to INSEAD by the Supplier. Supplier's commencement of providing the Services or delivery of Goods shall be deemed as acceptance of these Conditions. No variation or modification to these Conditions shall be valid or binding on INSEAD unless such variation or modification is agreed upon in writing by INSEAD, as provided in the PO Amendment.

## 1. Definition

"Agreement" means the contract between INSEAD and the Supplier for the supply of Goods and/or Services in accordance with (in order of precedence) any PO Amendment, PO, Annex Data Processing Agreement, these Conditions, the INSEAD Suppliers Code of Conduct (<https://www.insead.edu/procurement/supplier-information>) and any other documents referred to therein or agreed in writing between the parties as applicable to the contract between them;

"Business Day" means a day (other than a Saturday, Sunday or a public holiday) when banks in the country of the delivery of the Goods and/or Services are open for business;

"Commencement Date" means the date on which the Agreement is due to commence according to a signed PO or any act by the Supplier consistent with fulfilling the PO according to Clause 2;

"Confidential Information" means all information, know-how and data of a confidential nature which the Supplier has obtained under, or during the performance of this Agreement, including, without limitation, INSEAD's INSEAD clients' information;

"Deliverables" means all documents, inventions, databases, products and any other items or materials developed or created by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts of any such things) to be delivered to INSEAD;

"Delivery Date" has the meaning set out in Clause 4;

"Delivery Location" has the meaning set out in Clause 4;

"Fees" means the fees payable to the Supplier by INSEAD for providing the Goods and/or carrying out the Services;

"Force Majeure" means any cause beyond INSEAD's or the Supplier's control such as but not limited to, acts of God, fires, floods, earthquakes, storms, explosion, epidemic, quarantine, sabotage, riot, civil commotions, accidents, delivery delays of sub-contractors and the like;

"Goods" means the materials, documents, products, articles, works to be provided by the Supplier under the Agreement as set out in the PO;

"INSEAD" means the entity identified in the PO;

"Intellectual Property Rights" means all patent rights, copyrights, trade name rights, trademark rights, trade dress, service mark rights, business and domain names, database rights, rights in confidential information (including know-how and trade secrets), trade secret rights and other similar proprietary rights of any type, as they may exist anywhere in the world, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

"Marks" means the trade name, trademarks, trade dress, service marks, proprietary words, or symbols that may be adopted by the other Party from time to time;

"Party or Parties" mean either party or both parties to this Agreement, as referred to under this Agreement;

"Purchase Order" ("PO") means INSEAD order for the supply of Goods and/or Services, as set out in INSEAD's purchase order form, which Supplier undertakes to ensure delivery of;

"Purchase Order Amendment" ("PO Amendment") means INSEAD's authorised purchase order amendment or series of purchase order amendments, adding to, deleting or modifying the Goods and/or Services, each order amendment having precedence over any earlier order amendment;

"Specification" means the description or specification for the Goods and/or Services described in the PO and any PO Amendment or otherwise specified by INSEAD to the Supplier;

"Services" means the services to be provided by the Supplier as set out in the PO, including the provision of Deliverables.

"Supplier" means the person(s) from whom INSEAD purchases the Goods and/or Services and to whom it submits a PO;

"Supplier Personnel" means the employees, agents and contractors of the Supplier (including the employees, agents and contractors of any sub-contractor of the Supplier) who are engaged in the provision of the Goods and/or Services;

"Usual Business Hours" means the hours between 9:00am and 5:00pm on a Business Day.

## 2. Construction and Basis of the Agreement

In these Conditions, the following rules apply:

- a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- a reference to a party includes its personal representatives, successors or permitted assigns;
- a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- a reference to a Clause or Annex is a clause or annex of these Conditions;
- any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- a reference to writing or written includes e-mails.

The PO constitutes an offer by INSEAD to purchase Goods and/or Services in accordance with these Conditions. No request for a quotation by INSEAD shall constitute an offer to purchase services. INSEAD retains the right to offer such PO to the Supplier as it deems fit and the Supplier retains the right to reject a proposition of PO as it deems fit. INSEAD shall have no obligation to order the Goods and/or Services to be performed under this Agreement.

The PO shall be deemed to be accepted on the earlier of:

- a) the Supplier issuing written acceptance of the PO; or
- b) any act by the Supplier consistent with fulfilling the PO,

at which point and on which date the Agreement shall come into existence ("Commencement Date"). No previous correspondence, writings, facsimiles, e-mails (or other electronic communications) or verbal communications between the Supplier and INSEAD regarding the Goods and/or Services shall form any part of or be incorporated into the Agreement unless specifically referred to on the PO.

If specified on the front of the PO that it is a blanket order ("Blanket PO") for the outlined goods/services, the following conditions apply for the period indicated:

- the quantities listed on the Blanket PO are estimated only and not committed, INSEAD being allowed to reduce the quantities at any point of time without liability. Goods or Services deliveries are authorized only as explicitly written by INSEAD;
- the Blanket PO dictates the terms including pricing, quantity limits, duration, and other specifics as applicable;
- Supplier must issue one invoice per authorized release of Goods and/or Services, referring to the Blanket PO number.

## 3. Mission and Supplier's obligations

The Supplier shall from the Commencement Date and for the duration of this Agreement supply the Goods and/or Services to INSEAD in accordance with the terms of the Agreement. The Supplier undertakes to provide Goods and/or Services as specified in the PO or notified to the Supplier by INSEAD.

In delivering the Goods and/or Services, the Supplier undertakes to:

- a) co-operate with INSEAD on all matters relating to the Goods and/or Services, and comply with all instructions and regulations of INSEAD;
- b) fulfil its obligations with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade and declares having sufficient technical means available to provide the Goods and/or Services corresponding to the quality criteria required by INSEAD and its international reputation;
- c) ensure that the Goods and/or Services and Deliverables will conform with all descriptions and specifications set out in Specification, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by INSEAD;
- d) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all Goods and materials supplied and used in the Services or transferred to INSEAD, will be free from defects in workmanship, installation and design;
- e) obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
- f) observe all health and safety rules and regulations and all legal requirements of the country of delivery, and relevant international agreements in relation to health, safety and environment and any other security requirements that apply at any of INSEAD's premises;

INSEAD (Institut Européen d'Administration des Affaires), siège 903 F Boulevard de Constance 77305 Fontainebleau Cedex, France  
Institut privé d'enseignement supérieur Association loi 1901, APE 8542Z - SIREN 775 703 390 - SIRET 775 703 390 000 10 - TVA FR60 775 703 390

- g) hold all Goods, materials, equipment and tools, drawings, specifications and data supplied by INSEAD to the Supplier in safe custody at its own risk, maintain it in good condition until returned to INSEAD, and dispose or use such materials only in accordance with INSEAD's written instructions or authorisation;
- h) not do or omit to do anything which may cause INSEAD to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its mission, and the Supplier acknowledges that INSEAD may rely or act on the Goods and/or Services;

In the event of unexpected organizational modification implying significant change to a PO, INSEAD undertakes to notify the Supplier immediately to either, modify, reschedule, or cancel the existing order. The amended order will be confirmed through a PO Amendment or a new PO.

## 4. Delivery

The Supplier shall deliver the Services in accordance with the delivery schedule set out in the PO and/or the Goods on the date or within the period stated on the PO and any Order Amendment (the "Delivery Date") during Usual Business Hours. Goods' delivery shall be made at the address nominated by INSEAD on the PO and/or any PO Amendment (the "Delivery Location"). The instructions for delivery are available at [www.insead.edu/suppliers](http://www.insead.edu/suppliers).

The Supplier shall provide any equipment, facilities, vehicle or fittings required for the delivery of the Services and/or the delivery and installation of the Goods at its own cost unless specified otherwise in writing by INSEAD. The Supplier shall not make a delivery of the Goods in instalments or in advance of the Delivery Date unless specified by INSEAD in the PO or any PO Amendment.

When delivering Goods, the Supplier shall remove any packaging materials from the Delivery Location at the Supplier's risk and expense.

If the Goods delivered at the specified Delivery Date and Delivery Location, INSEAD may, at the expense of the Supplier, return any Goods which INSEAD reasonably deems cannot be utilised. The Supplier shall reimburse INSEAD for the cost and return of such Goods.

## 5. Acceptance, defective products, risk and title

INSEAD shall not be deemed to have accepted any Goods until it has had a reasonable time to inspect them following delivery, or, in the case of a latent defect in the Goods, until a reasonable time after the latent defect has become apparent.

The Agreement shall apply to any repaired or replacement Goods supplied by the Supplier.

If the Supplier fails to promptly repair or replace rejected Goods, INSEAD may, without affecting any of its rights, obtain substitute goods from a third party supplier, or have the rejected Goods repaired by a third party, and the Supplier shall reimburse INSEAD for the costs it incurs in doing so.

The risk in Goods delivered to INSEAD shall pass to INSEAD on delivery of the Goods in accordance with Clauses 4 and 5.

Title to Goods delivered to INSEAD shall pass to INSEAD:

- on delivery and acceptance of the Goods in accordance with Clauses 4 and 5; or
- where the PO provides for payment to the Supplier in advance, at the time such advance payment is made.

## 6. Manufacture, Quality and Description of Goods

The Supplier warrants, represents and undertakes to INSEAD that the Goods supplied to INSEAD by the Supplier under the Agreement shall:

- conform with all descriptions, samples, plans and specifications set out in the Specification;
- be fit for any purpose expressly or impliedly made known to the Supplier;
- be of satisfactory quality, using the best quality goods, materials, standards and techniques;
- be free from defects in workmanship, installation and design and remain so for twelve (12) months after delivery;
- be new unless specified otherwise on the PO and/or any PO Amendment;
- comply with all applicable laws and regulations or other applicable requirements.
- The Supplier shall:
- at all times maintain sufficient manufacturing capacity, stocks of raw materials and packaging and stocks of Goods to enable it to meet the PO and any PO Amendment;
- ensure that the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition; and
- comply with all applicable laws, enactments, orders, regulations and other instruments relating to the manufacture, packing, packaging, marking, storage, handling, and delivery of the Goods.

## 7. INSEAD's rights and remedies

If the Supplier fails to supply the Goods and/or Services in accordance with this Agreement, including the delivery provisions provided in Clause 4, without limiting its other rights or remedies, INSEAD may:

- terminate the Agreement with immediate effect by giving written notice to the Supplier, and/or
- require the Supplier to repair or replace the rejected Goods or reperform the Services at the Supplier's risk and expense within ten (10) Business Days of being requested to do so, and/or
- refuse to accept any subsequent performance of the Goods and/or Services which the Supplier attempts to make, and/or
- recover from the Supplier any costs incurred by INSEAD in obtaining substitute Goods and/or Services from a third party, and/or
- have refunded by the Supplier the Fees that INSEAD may have paid in advance for Goods and/or Services that have not been delivered (whether or not a request to repair or replace the rejected Goods was previously submitted to the Supplier), and/or
- claim damages for any additional costs, loss or expenses incurred which are attributable to the Supplier's breach of this Agreement.

These Conditions shall extend to any substituted or remedial goods and/or services provided by the Supplier. INSEAD's rights under this Agreement are in addition to its rights and remedies implied by law.

## 8. Fees and payment

The Fees for the Goods and/or Services shall be set out in the PO, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Agreement. Unless otherwise agreed in writing by INSEAD, the Fees shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Agreement.

The Supplier shall invoice INSEAD on completion of the Services or as otherwise agreed with INSEAD. Each invoice shall include such supporting information required by INSEAD to verify the accuracy of the invoice, including the relevant PO number.

In consideration of the proper supply of the Goods and/or Services by the Supplier in accordance with the terms of the Agreement, INSEAD shall pay the invoiced amount within forty five (45) days from the date of invoice's reception by INSEAD.

If INSEAD disputes any invoice or other request for payment, it shall notify the Supplier in writing within forty five (45) days from having received it. The Parties shall negotiate in good faith to attempt to resolve the dispute promptly. The Supplier shall provide all such evidence as may be reasonably requested by INSEAD to verify the disputed invoice or request for payment. Where only part of an invoice is disputed, the undisputed amount shall be paid on the due date. For the avoidance of doubt, the Supplier's obligations to provide the Goods and/or Services shall not be affected by any payment dispute, including its obligations to provide the Goods and/or Services to which the payment dispute relates.

## 9. Laws, Including Regulations and Other Legal Requirements

The Supplier will comply and provide Goods and/or Services compatible with all applicable laws and regulations in all locations where Supplier conducts business and confirms that it will not breach any laws in providing the Goods and/or Services.

The Supplier agrees to remain in compliance with all applicable registration, permit, and license requirements where the Goods and/or Services are performed that are necessary in order for the Supplier to perform fully and legally its obligations under this Agreement. More specifically, the Supplier agrees to work in full compliance with all immigration and labour law and regulations. The Supplier is responsible a) for determining whether (in relation to the provision of the Goods and/or Services) any permits, licenses or formal exemptions have to be obtained from the immigration and/or labour authorities where the Services are carried out, and b) for obtaining any such permits, licenses or formal exemptions.

The Supplier warrants that it is not, directly or indirectly, targeted by any laws or regulations relating to economic or financial, trade, immigration, aircraft, shipping or other sanctions, export controls, trade embargoes or restrictive measures from time to time imposed, administered or enforced by a sanctions authority/Administration (including but not limited to the European Union, the United Nations and the Office of Foreign Assets Control). The Supplier shall ensure that any person associated with the Supplier who is providing goods and/or performing services in connection with the Agreement does so only based on a written contract that imposes on and secures from such person terms equivalent to those imposed on the Supplier in this Clause. The Supplier shall be responsible for the observance and performance by such persons of this engagement, and shall be directly liable to INSEAD for any breach by such persons.

*In case of delivery of Services performed on the French territory - The Supplier shall provide INSEAD, at*

# INSEAD Terms & Conditions of Purchase

the date of the signature of the Agreement and if required every six (6) months until the termination of the Agreement with the documents below (which are to be less than six months old) in French or accompanied by a French translation:

- a) If the Supplier is registered in France:
  - i. an "Attestation de vigilance" proving the Supplier belongs to the French Social Security Organization (URSSAF or RSI) and specifying:
    - that the employer is up-to-date with its social obligations
    - the number of employees
    - the total amount of the last remunerations declared to URSSAF which contribution have been paid;
  - ii. an "extrait K-Bis" for companies or/If the Supplier is an independent (sole proprietor) registered in France he/she can download an "Avis de Situation" on line: <https://avis-situation-sirene.insee.fr/>; and
  - iii. the list of foreign employees required to hold a work permit, if any, and for each employee his hiring date, his nationality and the type and serial number of the work permit (*Liste Nomative des Travailleurs Etrangers*).
- b) If the Supplier is registered outside of France:
  - i. a certificate of incorporation, which must be less than 6 months old;
  - ii. for European (EC members and Switzerland) countries: the A1/E 101 certificate or a certificate taken into account by bilateral conventions proving they belong to a Social Security system in their country of residence;
  - iii. for countries outside the European Community which have not signed any bilateral convention with France, any element proving they belong to a Social Security system in their country of residence;
  - iv. if the Supplier employs employees,
    - provide a certificate, original copy and not more than six months old, with respect to those employees required to hold a work permit;
    - complete and provide the "certificate with respect to employees working for our company".

The Supplier warrants that it has fulfilled its obligations pursuant to law n° 2014-790 of July 2014:

- The Supplier who posts one or more employees, in accordance with sections L.1262-1 and L.1262-2 of the French Labour Code, shall send a statement, prior to the posting, to the labour inspection where the Services will take place (INSEAD Fontainebleau campus) and send a copy of this statement to INSEAD.
- The Supplier shall designate a representative of the company on the national territory in charge of being a point of contact with the agents described under section L.8271-1-2 during the course of the Services and shall inform INSEAD.

## 10. Monitoring / Record Keeping and Audit

The Supplier shall maintain and allow INSEAD to inspect at all reasonable times on request:

- complete and accurate records of the time spent and/or materials used by the Supplier in providing the Goods and/or Services, and
- documentation necessary to demonstrate compliance with INSEAD Suppliers Code of Conduct and with this Agreement.

INSEAD shall have the right, during normal business hours and on reasonable notice, to inspect and take copies of all relevant records relating to the work that the Supplier carries out under the terms of this Agreement, or to authorise an agent or representative to carry out such inspection on INSEAD's behalf. The aim of that inspection will be to verify the Supplier's performance under and in accordance with this Agreement. This right will be enforceable for the duration of this Agreement and for one year after its expiry or termination. The Supplier agrees to co-operate with the inspection and where requested, provide access to its staff, systems and premises.

## 11. Supplier's Suppliers and Agents

The Supplier must contractually obligate all of its direct and indirect Suppliers (including its officers and employees) and agents engaged in the delivery of Goods and/or Services for INSEAD to comply fully with the terms of this Agreement and these principles.

The Supplier shall not be entitled to make use of the services of third parties with a view to complying with the obligations assumed hereunder, subcontract, assign, or transfer any part of this Agreement without the prior written consent of INSEAD.

## 12. Supplier Personnel

Supplier shall be responsible for its Personnel at all time and shall ensure that all Supplier Personnel assigned on INSEAD's premises are clearly identified as such. Supplier Personnel shall comply with all applicable rules, regulations, and instructions provided by INSEAD or its representatives while on-site.

If any Supplier personnel fail to comply with site rules or instructions, INSEAD reserves the right to request the immediate retrieval of such personnel. Supplier shall promptly remove non-compliant personnel from the site upon receiving such request.

## 13. Taxes

The Supplier shall be solely responsible for all taxes or other withholdings, deductions and contributions in force. Further, the Supplier shall indemnify and hold harmless INSEAD against any liability or cost, which may be incurred by INSEAD.

It is agreed that INSEAD may deduct from the Fees payable under and from any sum allocated as reimbursement for expenses, an amount equal to any withholding tax to which the aforesaid Fees and expenses are subjected or as is required by the relevant law and/or administrative practice of the relevant governmental authorities.

Furthermore, the Supplier expressly undertakes and guarantees that it will reimburse and to hold INSEAD harmless for any possible charges, taxes and other amount, if any, which may for any reason whatsoever, be paid by INSEAD with respect to the Fees and the reimbursement of Expenses.

## 14. Insurance

The Supplier shall obtain and maintain all applicable and appropriate insurance in relation to the Goods and/or Services. The Supplier shall, upon request, provide INSEAD with a certificate of insurance evidencing coverage complying with the above requirements.

## 15. Intellectual Property

Each Party acknowledges that nothing in this Agreement grants any right, title or interest in the other Party's Marks. In particular, the Supplier will not use INSEAD's Marks without INSEAD's prior written consent. The Supplier shall do nothing that will in any way infringe, impeach, or lessen the value of INSEAD's Marks, or do anything that will tend to prejudice the reputation of INSEAD.

All Intellectual Property Rights in pre-existing materials used in the development and delivery of the Goods and/or Services ("Materials") shall be retained by the Party contributing such Materials.

Unless otherwise agreed between the Parties in writing, all Intellectual Property Rights in the Deliverables shall vest unconditionally and immediately upon their creation in INSEAD. The Supplier is responsible for obtaining copyright clearance for the Deliverables. The Supplier warrants that as at the date of delivery of the Deliverables to INSEAD: (i) the Supplier is the sole legal and beneficial owner of the rights assigned by this Agreement; (ii) the Supplier has not assigned or licensed, and will not assign or license, any of the rights under this Agreement except as otherwise stated herein; (iii) the Supplier is unaware of any infringement, or likely infringement, of any of the rights assigned by this Agreement; (iv) the exploitation of the rights assigned by this Agreement will not infringe the rights of any third party; and (v) the Deliverables contain nothing that is defamatory, indecent or otherwise illegal.

The Supplier shall indemnify INSEAD against all liabilities, costs, expenses, damages and losses suffered or incurred by INSEAD arising out of or in connection with any breach by the Supplier of the warranties above contained in this Clause. At the request of INSEAD and at the Supplier's own expense, the Supplier shall provide all reasonable assistance to enable INSEAD to resist any claim, action or proceedings brought against INSEAD as a consequence of that breach.

## 16. Data protection and privacy

The processing of personal data carried out by the Parties in the context of this Agreement, shall be carried out in accordance with: (i) data protection and privacy laws applicable to the Parties and (ii) the Data Processing Agreement available at: <https://www.insead.edu/procurement/supplier-information>.

## 17. Confidentiality

None of the Parties shall divulge or communicate to any person or use or exploit for any purpose whatsoever Confidential Information, and each Party shall use its best efforts to prevent its employees, Affiliates or agents from so acting. Each Party may disclose the Confidential Information to its employees but only to the extent necessary to exercise its rights and perform its obligations under this Agreement. The obligations of confidence referred to in this Clause shall not apply to any Confidential Information which:

- a) is or becomes publicly available on a non-confidential basis through no default of the receiving Party;
- b) is received in good faith by the receiving Party from a third party who, on reasonable enquiry by the

receiving Party has no obligations of confidence to the disclosing Party in respect of it and who imposes no obligations of confidence upon the receiving Party.

c) is required to be disclosed by law or judicial order.

This Clause shall survive the termination or expiration of this Agreement.

## 18. IT Information Security

The Supplier's systematic security measures shall ensure satisfactory physical and technological information security (the conformity with ISO 27001 or an equivalent standard shall be documented by the Supplier. With regard to cloud services the conformity with ISO 27018 or an equivalent standard shall be documented by the Supplier) in connection with the processing of Personal Data as stipulated in the national data protection legislation.

The Supplier shall also establish and at all times maintain any other necessary physical, technical and organizational security measures to protect the Personal Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. In particular, the Supplier undertakes to comply with INSEAD's Vendor Information Security Requirements available at: [https://insead.service-now.com/kb\\_view.do?sysparm\\_article=KB0012690](https://insead.service-now.com/kb_view.do?sysparm_article=KB0012690).

The Supplier shall ensure that its subcontractors implement and maintain such technical and organizational measures throughout the term of the Agreement. The Supplier is obliged to give INSEAD access to all written technical and organizational security measures and documentation and to provide any necessary assistance so that INSEAD can fulfil its responsibilities pursuant to applicable laws.

## 19. Independence of the Supplier

The Supplier's relationship with INSEAD shall be that of an independent Supplier and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Supplier is not the agent of INSEAD and is not authorized to make any representation, enter into any contract, or make any commitment on behalf of INSEAD. The Supplier and/or its officers, employees or agents shall not be entitled to any of the benefits that INSEAD may make available to its employees, such as employee benefits, group insurance, profit-sharing or retirement benefits.

## 20. Effective Date and Termination

The Agreement shall enter in effect on Commencement Date until the date the Goods and/or Services are fully delivered. Without prejudice to its other rights or remedies, each Party shall be entitled to terminate all or part of the Agreement if the other Party commits any breach of this Agreement and (in the case of a breach which is capable of being remedied) the other Party fails to remedy that breach within eight (8) Business Days after receiving written notice of such breach.

INSEAD shall be entitled to terminate the Agreement without cause with thirty (30) days' prior written notice to the Supplier in accordance with the notice provisions of Clause 23 below.

On termination of the Agreement for any reason:

- a) the Supplier shall immediately deliver to INSEAD all Deliverables whether or not then complete, and return all INSEAD Materials. Until Deliverables and/or INSEAD Materials (as the case may be) have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Agreement;
- b) the accrued rights, remedies, obligations and liabilities of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination; and
- c) Clauses that expressly or by implication have effect after termination shall continue in full force and effect.

## 21. Liability

INSEAD's liability to the Supplier for a claim of any kind arising as a result of or in connection with the Goods and/or Services or the Agreement will not exceed the total Fees as set out in the Agreement. The Supplier shall indemnify and hold INSEAD harmless against any and all liabilities, costs, expenses, damages and losses suffered or incurred by INSEAD arising out of or in connection with a breach by the Supplier of this Agreement or any warranty herein contained. Neither Party shall not be liable to the other for any loss of profit, loss of business opportunity, or for any claims for indirect or consequential loss or damage whatsoever (and howsoever caused) which arise out of or in connection with this Agreement, the Goods and/or the Services. Where applicable, the Supplier shall be responsible for and shall indemnify INSEAD against any income tax and/or national insurance contributions arising from or in connection with either the performance of their obligations under this Agreement or any payment or benefit received by any employee of the Supplier in respect of any Goods and/or Services completed or provided hereunder, where such recovery is not prohibited by law. The Supplier shall further indemnify INSEAD against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by INSEAD in connection with or in consequence of any such liability, deduction, contribution, assessment or claim.

The Supplier shall be fully responsible for and shall indemnify INSEAD for and in respect of any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by any employee of the Supplier against INSEAD arising out of or in connection with the provision of the Goods and/or Services under this Agreement.

## 22. Force Majeure

Neither Party shall be liable to the other as a result of any delay or failure to perform its obligations under the Agreement if and to the extent such delay or failure is caused by an event of Force Majeure which is beyond the reasonable control of that Party. If such event or circumstances prevent the Supplier from providing any of the Goods and/or Services for more than four (4) weeks, INSEAD shall have the right, without limiting its other rights or remedies, to terminate this Agreement with immediate effect by giving written notice to the Supplier.

## 23. Notices

Any notice or other communication required to be given to a Party under or in connection with this Agreement shall be in writing and shall be delivered to the other Party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by e-mail to the other Party's e-mail address.

## 24. Waiver, Severance and Entire Agreement

The Agreement contains entire agreements between the Parties and cancels and replaces any previous agreement, either oral or written between the Parties, concerning the object of the Agreement.

A waiver of any right under the Agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a Party in exercising any right or remedy under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

Unless specifically provided otherwise, rights arising under the Agreement are cumulative and do not exclude rights provided by law.

If a court or any other competent authority finds that any provision (or part of any provision) of the Agreement is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

If any invalid, unenforceable or illegal provision of the Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

## 25. Applicable Law - Competent Courts

In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

If they do not reach such solution within a period of thirty days (30) days, then, upon notice by either Party to the other, all disputes, claims, questions, or differences shall be finally settled by litigation. The litigation shall be held in the country where the INSEAD entity issuing the PO is located. This Agreement is to be governed by and

construed under the laws of the country where the INSEAD entity issuing the PO is located.