

## **ADB I's Standard Terms for Providers\***

A. Please read carefully the following standard terms applicable to the providers of services, usually for writing, researching, editing, proofreading, manuscript processing and/or rewriting/translating (the Provider, which may also include a firm making available such services), on a freelance basis to the Asian Development Bank Institute (ADBI), an international organization with privileges and immunities.

B. Please take notice that the following standard terms, as may be amended by ADBI from time to time, shall apply to all future service provision assignments from ADBI of the same or similar class to the accepting Provider.

C. Once you have signed and dated this document, please retain a copy for your records and send it back to [Administration, Management & Coordination \(AMC\) dept.](#) via either fax or scanned to an email.

### **General Obligations**

1. Except where otherwise specified in the Service Order/Letter or similar contract, payment to the Provider (or its agency/employer) shall only be made upon satisfactory completion of the job, document, project, commission, and/or the tasks(s) to be performed, as determined by the ADBI task manager, and subject always to any applicable ethics rules of which the Provider shall advise ADBI. Partial completion or unsatisfactory services may result in no payment at all or a reduction to be decided in the sole discretion of ADBI.

2. The Honorarium specified therein shall be deemed to cover all costs, tax obligations (if applicable), and any other expenses in connection with the assigned job or project. As the honorarium is all-inclusive upon satisfactory completion further remuneration should not be expected and will not be paid, even if the services require a number of rounds of the work being returned to the Provider or liaising with third parties or original author(s). The Provider also agrees that it adequately covers preparation and travel time; and as the case may be, presentations and attendances, together with any related technical and preparatory support, such as being asked to chair, moderate or comment on a session or similar tasks.

### **Title Rights; Infringements and Plagiarism**

3. All rights, including title, copyright, digital and electronic rights, patent right and any other intellectual property rights in any work performed by the Provider shall be vested solely in ADBI as work made for hire. All information made available to the Provider is confidential and must not be released to any third party without the approval of ADBI. Any material published by, or on behalf of the Provider in this regard shall be approved in advance by ADBI and shall contain appropriate reference to ADBI. A copy of such material shall be provided to ADBI at no cost. The Provider shall be obliged to obtain the agreement hereto of any named coexperts which may be contributing to the work; and such coexperts may be further requested by ADBI to certify that the provisions set forth in this paragraph shall be applicable for them.

4. When supplying original content as its own work, the Provider shall ensure, as the case may be, that for any work prepared, all necessary approvals from copyright holders for figures, tables, quotes and/or other materials that is not original to the Provider's work has been obtained in writing. Submission of the work for payment shall constitute prima facie compliance with this paragraph; however, the Provider and any coexperts may also be requested to provide certification to that effect.

5. When supplying original content as its own work, the Provider shall indemnify ADBI from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against ADBI during or in connection with this job or project by reason of: (i) infringement or alleged infringement by that Provider of any copyright, patent or other protected right or (ii) plagiarism by that Provider or its invited coexperts contributing to the work. A Provider who merely edits, translates or rewrites another's work is not required to give any such indemnification.

## Ethics and Applicable Policies

6. No fees, gratuities, rebates, gifts, commissions or other payments have been given, received, or promised in connection with the offer or execution of the Order or similar contract. At all times the Provider shall be in compliance with the ADB's *Guidelines on the Use of Consultants by the Asian Development Bank and its Borrowers* and the ADB's *Anticorruption Policy* and its policies on *Prevention of Harassment*, including sexual or otherwise, and *Whistleblower and Witness Protection*: all of which applicable policies shall be deemed to be incorporated by reference (and available to be accessed in full at: <http://www.adb.org>).

## Termination

7. ADBI may, by notice to the Provider, suspend in whole or in part, the disbursement of funds hereunder if the Provider fails to carry out any of its obligations hereunder, or any condition has arisen that, in the reasonable opinion of ADBI, interferes, or threatens to interfere, with the successful carrying out of the job, project or the accomplishment of the purposes of the Order. ADBI may terminate any Order by immediate notice to the Provider five (5) calendar days after ADBI has given notice to the Provider of such suspensions.

8. (a) ADBI may terminate this Order, effective immediately, in the following events: (i) ADBI has decided to terminate the activity or activities for which services had to be performed by the Provider, (ii) if ADBI or the Asian Development Bank determines that the Provider has engaged in corrupt, fraudulent, collusive or coercive practices, as defined in ADB's *Guidelines on the Use of Experts by the Asian Development Bank and its Borrowers* (access at: <http://www.adb.org/Integrity/>) and there is a conflict of interest, or (iii) violation or alleged breach of para. 5 above by the Provider.

(b) The Provider may, by notice to ADBI, terminate this Order, if payment(s) are not received within thirty (30) calendar days after the date on which the ADBI task manager has finally accepted the job and indicated satisfactory completion (i.e. due date) and such default has not been remedied within 15 calendar days after notice has been given by the Provider to ADBI.

9. Upon the receipt or giving of any notice referred to above, if the Provider is not in default hereunder and has partly or substantially performed its obligations up to the date of termination, and has taken immediate steps to bring the services to a close in a prompt and orderly manner, Provider shall be entitled to payment adjusted to reflect the reduction in the services provided as ADBI may reasonably determine in its sole discretion.

## Party Relationship; Settlement of Disputes

10. Providers are not staff members of ADBI and nothing herein shall be construed to constitute an employment relationship between ADBI and the Provider, or a waiver of any of ADBI's privileges and immunities. Providers do not have access to the staff's administrative review, and appeals procedures, or to the ADB Administrative Tribunal.

11. Any dispute arising that cannot be amicably settled shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The arbitration shall take place in Tokyo, or as assigned by ADBI. The resulting award shall be final and binding on the parties and shall be in lieu of any other remedy.

**I have read and agree to be bound by the above ADBI's Standard Terms for Providers. Accepted and Agreed by: (sign and return this to confirm your acceptance)**

Signature: \_\_\_\_\_  
Print name: \_\_\_\_\_

Date: \_\_\_\_\_

\* ADBI's Standard Terms for Providers, as may be amended, and other forms and policies can be accessed for review on ADBI's website, at: <http://www.adbi.org/publications.tools>. Definitive hard copies of relevant versions of online documents are also available from the office of Director, AMC on request.

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