1. DEFINITIONS

Unless the context requires otherwise, the following terms shall have the meaning as set out hereafter:

1.1. “Affiliate” means any existing or future entity that is owned or, directly or indirectly, controlled by, or under the same control with, or controlling a Party. For the purposes of this definition, “control” means (i) having the direct or indirect ownership or control of more than 50% of the equity or of the voting interests of the subject entity; (ii) having the right to appoint or remove a majority of the members of the supreme management or administrative body of the subject entity; or (iii) otherwise being able to exercise a controlling influence on the subject entity, based on its constitutional documents, a contract or comparable instruments. IOC Affiliates include the Olympic Foundation for Culture and Heritage, IOC Television & Marketing Services SA, the Olympic Refugee Foundation, Olympic Channel Services SA, Olympic Broadcasting Services SA, and their respective affiliates.

1.2. “Background Intellectual Property Rights” means any and all intellectual property rights which are: (a) owned by or licensed to the Supplier (or an approved Subcontractor) prior to the commencement date of the Contract; or (b) created as a result of independent activities by Supplier (or an approved Subcontractor) outside the scope of the Contract.

1.3. “Contract” means these GTC and any applicable STCs and Rate Cards, together with the Ordering Document.

1.4. “Data Protection Laws” means any applicable data protection, privacy or similar laws that may apply to the processing of Personal Data including, without limitation, the laws of Switzerland (in particular the Swiss Federal Act on Data Protection, including any revisions thereof and implementation ordinances) and the General Data Protection Regulation (EU)2016/679) together with any of its relevant national transposition legislation and legally binding data protection authorities’ and court rulings and other legally binding implementation measures in Switzerland or the EU/EEA.

1.5. “Goods” means the goods and/or deliverables as described in an Ordering Document.

1.6. “IOC Entity” means the IOC or an IOC Affiliate, individually, that executes an Ordering Document, STC or Rate Card with the Supplier.

1.7. “IOC Specific Terms & Conditions (“STCs”)” means a document signed by the Parties that details the rights and obligations of the Parties (i) applicable to the provision of a specific category of Goods or Services or (ii) in relation to the processing of Personal Data.


1.9. “Olympic Properties” and “Olympic Movement” have the meaning given to them in the Olympic Charter at: https://olympics.com/ioc/olympic-charter, as amended from time to time.

1.10. “Ordering Document” means the written document entered into by the Parties for the purchase of Goods and/or Services, including “Purchase Orders”, Statement of Work forms (“SoW(s)”), “Order Forms”, Supplier “Quotes”, or “Offers”, or other agreed contractual documents (excluding these GTC and any STCs and Rate Cards).

1.11. The Supplier and an IOC Entity are individually a “Party” and collectively the “Parties”.

1.12. “Personal Data” means any information related to an identified or identifiable person who is protected pursuant to Data Protection Laws.

1.13. “Rate Card” means a document that lists the prices and descriptions of particular Goods or Services.

1.14. “Services”, which include deliverables and work product, means the services as described in an Ordering Document.

1.15. “Supplier” means a natural or legal person entering into a Contract with an IOC Entity for the provision of Goods or Services.

2. GENERAL SCOPE

2.1. These GTC (i) shall provide a legal framework with respect to an IOC Entity purchasing Goods and/or Services from the Supplier, and (ii) shall form an integral part of all purchases concluded between any current and/or future IOC Entity and the Supplier, unless otherwise expressly agreed. Any conditions of the Supplier, including terms and conditions different from or in addition to these GTC, whether contained in Supplier’s Quote, Offer or invoice, or included in correspondence between the Parties, or with delivery of any Goods or Services, otherwise, are not applicable and will not be binding on the IOC or its Affiliates unless otherwise expressly agreed in writing by the IOC or its Affiliate with a specific derogation to this Article 2.1. The IOC and its Affiliates hereby reject, and the Supplier waives any rights to rely on, any such terms and conditions.

2.2. Certain purchases may be subject to additional or different terms to these GTC. Such additional or different terms will be agreed by the Parties and referenced in STCs, a Rate Card or an Ordering Document. If the Parties agree to STCs, a Rate Card, or rates in an Ordering Document, for a specific category of Goods or Services, such STCs, Rate Cards and rates will form an integral part of all related purchase orders and will apply to the delivery and future IOC Entity, for the provision of Goods and Services by the Supplier and/or its Affiliates, in that specific category. If the Supplier or any of its Affiliates enters into different STCs, Rate Cards, or agrees to rates in an Ordering Document, with IOC Entities for the same category of Goods or Services, the most favourable STCs, Rate Card or rates shall apply to all relevant IOC Entities for the provision of Goods and Services by the Supplier and/or its Affiliate in that specific category. Upon an IOC Entity’s request, the Supplier undertakes to promptly provide the IOC Entity with the appropriate references and/or documents to give effect to the immediately preceding sentence.

2.3. Any IOC Entity may order Goods and/or Services from Supplier and/or its Affiliates through an Ordering Document. The rights and obligations of the Parties pursuant to the Contract apply only to the Supplier or its Affiliate and the IOC Entity that executes such Ordering Document, and are in no way to be interpreted into a Contract with an IOC Entity, the Supplier shall be jointly and severally liable with its Affiliate for the latter’s performance of its obligations.

2.4. Upon submission of a Quote or Offer by the Supplier, and/or upon provision of Goods or Services to an IOC Entity, these GTC are deemed as accepted by the Supplier and shall apply to such provision of Goods/Services. For clarity, these GTC need not be signed by the Parties to be applicable to, and legally binding on, the Supplier for the provision of Goods/Services to an IOC Entity. Without prejudice to Article 2.1, in case of any incompatibility, conflict or divergence between the Contract documents, the Contract shall be interpreted according to the following order of precedence: First, the STG, if any; second, the Rate Card, if any; third, the applicable Ordering Document (except for Quotes and Offers); fourth, these GTC, and fifth, any Quotes and/or Offers.

3. DELIVERY DATE & DEFAULT IN DELIVERY

Delivery dates specified in the Ordering Documents are binding. If a delivery date is not met, the Supplier shall be in default without further notice. In the event of default, the IOC Entity is entitled to compel performance or without further notice, forego a subsequent delivery of Goods or Services. The payment of the contractual penalty does not exempt the Supplier from its contractual obligations. The IOC Entity’s right to assert further claims for damages shall remain unaffected.

4. FEES, INVOICING, PAYMENT & TAXES

4.1. The “Fees” stated in an Ordering Document are binding. Unless otherwise agreed in writing, the Fees shall consist of a fixed price and will be paid within sixty (60) days of the date of receipt by the IOC Entity of the Supplier’s invoice, provided the Supplier has complied with the terms of the Contract. The Fees are inclusive of all fees, taxes (except for Swiss VAT) and all costs related to the Goods and/or Services, including, where applicable, all assignments of intellectual property rights and licences granted pursuant to Article 9 below.

4.2. Invoices shall be sent to the IOC Entity upon completion and acceptance of Services or upon delivery of the Goods and shall contain the name of the Supplier, Purchase Order (PO) Number, description of Goods or Services, quantities, unit prices, date(s) rendered and total purchase price. Invoices must be submitted to the IOC Entity by electronic mail to the following email address: accounts payable@olympic.org.

4.3. Any expenses incurred in connection with the provision of the Goods and/or Services (including travel, transport, meals, parking, etc.) shall be deemed to be included in the Fees, unless otherwise approved in advance and in writing by the IOC Entity. If the IOC Entity agrees that expenses are not included in the Fees, the IOC Entity shall reimburse the Supplier for the expenses, provided that the Supplier sends a separate invoice including written proof of said expenses. Unless agreed otherwise in writing by the IOC Entity, the Supplier shall not be remunerated for time spent travelling.
5. DELIVERY, PACKAGE & TRANSFER OF TITLE & RISK
Save for specific instructions from the IOC Entity, the Supplier shall be responsible for packaging the Goods to enable them to withstand transportation, handling, and storage without damage. Deliveries are made "DDP IOC headquarters in Lausanne, Switzerland" (Incoterms 2020) or any other point specifically indicated in the GTC by the IOC Entity. The transfer of title and of risks shall take place upon delivery, regardless of the payment date.

6. INSPECTION/TESTING & WARRANTIES
6.1 The Supplier warrants that: (a) Goods and Services will be provided in a timely, efficient, and professional manner, and in a manner consistent with industry standards; (b) all Supplier personnel assigned to deliver Goods and Services will have the necessary skill and training; (c) Goods and Services comply with any agreed specifications or service levels and are free from any physical or latent defects, which could harm their value or their suitability for their designated purposes; (d) Goods and Services are free of any right or claim of any nature by any third-party and (e) Supplier will convey sole and unencumbered title to Goods to the IOC Entity.

6.2 The IOC Entity may inspect/review and/or test all Goods and Services, at all times and places, including the period of manufacture or performance. Art. 201 and Art. 367 of the Swiss Code of Obligations (as applicable) are explicitly excluded and failure to inspect/review or test and accept or reject Goods or Services or failure to detect defects by inspection/review, will neither relieve Supplier from responsibility for such Goods or Services nor impose liabilities on the IOC Entity for them.

6.3 The IOC Entity’s payment for the Goods or Services shall not constitute its acceptance of the Goods or Services.

6.4 The warranty period is five (5) years from the date of delivery and/or instalment, unless a warranty period shall recommence for the remedied or replaced Good or Service after the defect has been remedied in full. Supplier shall replace or correct, at the IOC Entity’s option and at Supplier’s cost, defects of any Goods or Services not conforming to the warranties herein. If the Supplier fails to remedy any defect within ten (10) days from the date the IOC Entity notifies Supplier of the defect, the IOC Entity may, on ten (10) days prior written notice to Supplier, either (i) cure the defect itself or through a third party at the cost of the Supplier, (ii) demand a reduction in the Fees, (iii) rescind from the Contract in full or in part, in which event Supplier shall be obliged to refund the corresponding Fees and make all necessary arrangements, at Supplier’s cost, including for the return of the Goods or Services.

6.5 All warranties of Supplier herein or that are implied by law shall survive any inspection, review, delivery, acceptance, or payment by the IOC Entity. Any attempt by Supplier to limit or disclaim its liability or any warranty contained in the GTC or otherwise, in accepting or performing under the Contract, will be null, void, and ineffective without the IOC Entity’s prior written consent.

7. OTHER WARRANTIES
Supplier warrants that: (i) it shall where necessary, obtain and maintain any authorisation or permit delivered by the competent authorities related to the performance of the Contract; (ii) it shall at all times comply with all applicable laws and regulations, including (a) fiscal and social legislation in force in Switzerland and its country of residence or principle place of business, (b) regulations to work and stay in any country where the Services shall be performed, and (c) anti-bribery and anti-corruption laws (some of which may have an extra-territorial reach); (iii) it shall respect the principles contained in the United Nations Guiding Principles on Business and Human Rights; (iv) it shall abide the Goods and Services in compliance with the IOC Supplier Code; and (v) no part of its delivery of the Services and/or any use by the IOC and its Affiliates of the Works (as defined below) will infringe the intellectual property rights or any other rights of any third person. For the avoidance of doubt, the IOC Entity will not pay any social security contributions or similar charges in connection with the performance of the Services by the Supplier (including its affiliates and its respective directors, employees, agents, and representatives).

8. NON-USE OF OLYMPIC PROPERTIES
The Supplier shall not use or authorise the use, and shall ensure that none of its Affiliates, employees, Subcontractors (as defined below), agents or representatives use or authorise the use, of any of the Olympic Properties. The Supplier and its Affiliates are not granted any marketing rights or any right of association with the IOC or any of the Olympic Games, the Olympic Movement. The Supplier shall not make, and shall cause its Affiliates, employees, Subcontractors, agents, or representatives not to make, any public statements or announcements regarding the existence of, or the terms of the Contract, nor shall it imply any association with the IOC and/or its Affiliates, their events or activities. The Supplier and its Affiliates shall not communicate or refer to the IOC or any of its Affiliates as the “IOC” or any other point specified by the IOC Entity. The transfer of title and of risks shall take place upon delivery, regardless of the payment date.

9. INTELLECTUAL PROPERTY & IMAGE RIGHTS
9.1. The Supplier (on its own behalf and on behalf of its Affiliates) hereby assigns to the IOC Entity all rights, title and interest (including all intellectual property rights) throughout the world in and to, works created in the course of the performance of the services, or works created or owned by the Supplier, its Affiliates, its Subcontractors or any other person, as a result of the performance of the services, for promotional, advertising or any other purposes, including on or in any advertisement, website, brochure, promotional materials or for any other business development purpose, nor disclose, make known or promote in any other way its ideas, conceptions, discoveries, inventions, methods, processes, works, plans, speculations, plans or schemes to any third person.

10. CONFIDENTIAL OR PROPRIETARY INFORMATION
10.1. Each Party (“Receiving Party”) shall keep secret and shall not disclose any non-publicly available information and any Personal Data provided to it by the other Party (“Disclosing Party”), or from any third party pursuant to the Disclosing Party’s request, including information, documents or other data, whether identified as confidential or not (“Confidential Information”), to any third party. In case of doubt, shared information shall be treated confidentially. The Parties shall take all economically reasonable and technically and organizationally possible measures to ensure that Confidential Information is effectively protected from access by unauthorized parties.

10.2. The Receiving Party may communicate Confidential Information to its Affiliates and employees, agents, and representatives only (i) to the extent necessary to fulfill the Contract, (ii) on a strict “need to know” basis and (iii) under the condition that such employees, agents and representatives are bound by confidentiality obligations at least as stringent as the obligations the Receiving Party has under this clause.

11. CHANGES
At all times the IOC Entity will have the right to make changes to the Contract. The Supplier may refuse a change request if such change would constitute an unreasonable burden. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any works under an Ordering Document, an equitable adjustment will be made to the Fees or delivery schedule, or both, and the relevant Ordering Document will be modified in writing accordingly. These GTC may be amended from time to time without prior notice to the Supplier. The applicable GTC are published at https://olympics.com/IOC/gtc or otherwise made available to the Supplier.

12. TERM & TERMINATION
12.1. Subject to Article 2.4 above, the Contract is effective upon the date indicated in the Ordering Document and shall continue in force for the term indicated in the Ordering Document, unless terminated earlier in accordance with its terms.

12.2. The IOC Entity may terminate all or any part of the Contract for convenience at any time by giving one (1) month’s written notice to the Supplier or as otherwise permitted under applicable law.

12.3. A Party may terminate the Ordering Document with immediate effect (i) in the case of a material breach by the other Party of any of its obligations under the Contract which, if remediable, has not been remedied within 10 days written notice, or (ii) in the case of termination of existence, death, bankruptcy, insolvency, liquidation, or dissolution of the other Party.

12.4. The IOC Entity may terminate the Contract with immediate effect (i) in the case of any significant change in ownership or management of the Supplier, or (ii) if Supplier becomes the subject of any proceeding under laws relating to bankruptcy or the relief of debtors or is, in the IOC Entity’s reasonable opinion, likely to become the subject of such proceedings.
12.5. Termination of an Ordering Document shall not affect the validity of the rest of the Contract, including the present GTC and any other Ordering Document in force at the date of termination.  
12.6. In the case of early termination of the Contract or an Ordering Document for any reason whatsoever, the Supplier shall be remunerated solely for the Services and Deliverables performed/delivered and accepted by the IOC Entity until the effective termination date.  
12.7. All assignments of rights as well as licences, consents and waivers granted to the IOC Entity under the Contract, including all related warranties, shall not be affected by the expiry or termination, for any reason whatsoever, of the Contract or any Ordering Document and all Works created until the effective date of expiry or earlier termination of the Contract and/or concerned Ordering Document shall be the exclusive property of the IOC Entity as per Article 9.  
12.8. The termination or suspension of the Contract for whatever reason shall be without prejudice to any Party's accrued rights, obligations or remedies as at the date of termination or suspension and shall not, for the avoidance of doubt, affect the coming into force or the continuance in force of any provision of the Contract, which expressly or by implication is intended to come into or continue in force after termination or suspension of this Agreement, including without limitation Articles 6, 8, 9, 10 and 12 of these GTC.  
13. RELATIONSHIP OF THE PARTIES  
The Supplier acts as an independent contractor. The Contract does not constitute either Party the agent of the other, or create a partnership, joint employer-employee or similar relationship between the Parties, and neither Party shall have the power to bind the other Party in any manner whatsoever.  
14. WAIVER  
Any failure by a Party to exercise or enforce any rights under the Contract shall not be deemed to be a waiver of any such right or operate to bar the exercise or enforcement of such right at any time or times thereafter.  
15. INSURANCE  
For so long as the Contract is in force, the Supplier shall provide and maintain all necessary and appropriate insurance coverage, including product liability, commercial general liability, professional indemnity and public liability insurance, to adequately cover (i) liability resulting from any claims by third parties, (ii) liability resulting from any claims by the Supplier’s affiliates and their respective directors, employees, agents and representatives, and (iii) indemnification of the IOC Entity. Upon request, the Supplier shall provide the IOC Entity with satisfactory evidence of the insurance required.  
16. SUPPLIER PERSONNEL  
The Supplier shall cooperate and procure the cooperation of its Subcontractors and the respective staff members to background checks by an IOC Entity.  
17. ASSIGNMENT & SUBCONTRACTING  
An IOC Entity may assign, subcontract or transfer without the prior written consent of the Supplier, any or all rights and obligations of the Contract to any other IOC Entity. None of the Supplier’s rights or obligations under the Contract may be assigned, subcontracted or transferred without the prior written consent of the IOC Entity.  
Where the IOC Entity has given its written authorisation for all or part of the Services/Goods to be subcontracted to a third party (“Subcontractor”), the Supplier shall be responsible and liable for all acts or omissions of the Subcontractors as if it had acted or failed to act itself. For the sake of clarity, the IOC Entity shall have the right to revoke such authorisation at any time. The Supplier shall provide such information as the IOC Entity may request as to the Subcontractor, the parts of the Services/Goods subcontracted, and the Subcontractor’s manner of performance and ability to perform such parts of the Services/Goods.  
18. SEVERABILITY  
In the case that any provision of the Contract, including these GTC, may be invalid, illegal or unenforceable, such provision shall be interpreted so as to reflect the intent of the Parties as closely as possible, to the maximum extent permitted by the applicable laws. The remaining provisions of the Contract shall remain valid and shall continue to bind the Parties.  
19. DATA PROTECTION  
Each Party may process Personal Data about the other Party and the other Party’s directors, employees, agents, affiliates, and representatives to perform the Contract and comply with legal obligations. The Supplier shall be responsible for informing its employees, agents and other representatives regarding the processing of their personal data by the IOC. Each Party may share Personal Data with third party recipients based in countries that do not provide in their laws a level of protection of the privacy equivalent to the one applied within the European Economic Area or Switzerland by the IOC. The Supplier shall provide the Supplier’s respective data protection agreement to the IOC Entity.  
20. CONFLICT OF INTEREST  
The Supplier shall not, without prior IOC Entity written approval, provide Goods or Services to any person or entity involved in the continuous and/or targeted dialogue phase for the organisation of the Olympic Games. Youth Olympic Games or IOC Session, or for the inclusion of a sport in the Olympic Games programme. The Supplier shall inform the IOC Entity in writing of any activity or service provided for any other member of the Olympic Movement or commercial partner of the IOC which may reasonably create any risk of a conflict of interests and shall indicate to the IOC Entity the measures planned by the Supplier to avoid such conflict of interests.  
21. FORCE MAJEURE EVENT  
For the purposes of the Contract, a ‘Force Majeure Event’ means an event beyond the reasonable control of a Party (other than lack of funds on the part of either Party) that: (i) materially affect the performance of the Contract or (ii) frustrates the purpose for requiring the Goods or Services. Examples of a Force Majeure Event include war, natural disasters, epidemic or pandemic, (actual or threatened) acts of terrorism, cancellation, postponement, or boycott of Olympic Games (for whatever reason). Each Party shall notify the other party promptly upon becoming aware of a Force Majeure Event. The Supplier shall use its best efforts to mitigate the impact of a Force Majeure Event on the performance of the Contract. If the IOC Entity determines in good faith that a Force Majeure Event has occurred, the IOC Entity shall have the right to either: (i) delay the delivery of the Goods or Services, (ii) reduce the scope of the Goods or Services, in which case the Fees shall be reduced accordingly; or (iii) if a Force Majeure Event prevents Supplier from providing the Goods and/or Services for more than ten (10) business days, terminate the relevant Ordering Document. None of the Supplier’s rights or obligations under the Contract may be assigned, subcontracted or transferred without the prior written consent of the IOC Entity.  
22. INDEPENDENT AUDIT  
The IOC Entity may request the execution of an independent, third-party audit over the business processes outsourced to the Supplier to obtain comfort over the effectiveness of the Supplier's internal control environment and confirm the Supplier's compliance with the Contract. The results of such audit will be communicated to the Supplier. Any reported deficiencies shall be timely resolved by the Supplier to secure the IOC Entity’s satisfaction. If the audit reveals any overcharge in computing variable Fees, the Supplier shall promptly refund the amount of the overcharge to the IOC Entity.  
23. FORM OF CONTRACT, COUNTERPARTS & SIGNATURES  
The Parties agree that, where the written form is expressly reserved by the Contract, electronic, digital or scanned signatures transmitted by electronic mail or by any other electronic way shall be valid and effective between the Parties. The Parties expressly agree that they shall be bound by their respective representatives' electronic, digital or scanned signatures and that they accept such form of signature of the other Party.  
24. GOVERNING LAW & JURISDICTION  
The Contract, and any dispute (contractual or non-contractual), arising from or in connection with the Contract, shall be governed and interpreted in accordance with the laws of Switzerland, without reference to its conflicts of law rules and in exclusion of the United Nations Convention on Contracts for the International Sale of Goods. Any dispute (contractual or non-contractual), arising
from or in connection with the Contract, which cannot be settled amicably shall be submitted to the exclusive jurisdiction of the ordinary courts competent in Lausanne, Switzerland.

[Name]
[Function]

Date:

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