

General terms and conditions for framework agreements for the provision of services to the European Investment Bank

§ 1 Scope of application; order of precedence

These General Terms and Conditions shall apply to and form part of each framework agreement concluded between the European Investment Bank and one or more other parties with a view to sign one or more subsequent contracts for the provision of services to the European Investment Bank. Additional or different terms and conditions shall not apply.

Terms defined in each contract concluded pursuant to the framework agreement (hereinafter "**the Framework Agreement**") to which this copy of the General Terms and Conditions is attached (each such contract hereinafter "**the Contract**") shall have the same meaning when used herein.

Where the Framework Agreement is concluded following a call for tenders by the Bank, the Service Provider shall be deemed to have accepted these General Terms and Conditions by submitting a tender in response to the call for tenders. In all other cases, a service provider shall be deemed to have accepted these General Terms and Conditions through any one of the following acts: (a) signature of the Framework Agreement, (b) commencement of the performance of services to the Bank or (c) acceptance of any payment from the Bank.

Annexes I, II, III and IV hereto form an integral part of these General Terms and Conditions. In the event of any inconsistency between the Annexes hereto and the other provisions of these General Terms and Conditions, the following order of priority shall apply: (1) the other provisions, (2) Annex III, (3) Annex II, (4) Annex I and (5) Annex IV.

§ 2 Service Provider's obligations

The Service Provider shall provide the Services specified in the Contract (these Services hereinafter also "**the Assignment**") in accordance with the requirements and specifications set forth in the Contract and in accordance with any instructions issued from time to time by the member(s) of the Bank's staff identified therein as the Service Provider's contact person(s) for the purposes of the Assignment.

The Service Provider undertakes to perform the Services in accordance with the highest standards of professional and ethical competence and integrity in the Service Provider's industry, having due regard for the nature and purposes of the Bank as the European Union's long-term financing institution and to ensure that its employees, subcontractors and any other persons acting on behalf of the Service Provider in the performance of the Services will conduct themselves in a manner consistent therewith.

The Service Provider shall at all times cooperate with the Bank, its employees and agents in the interests of the project to which the Services relate (hereinafter "**the Project**"). The Service Provider shall report immediately to the Bank

- any circumstances or events which might reasonably be expected to hinder the timely performance of the Assignment.
- without prejudice to § 5, any change or planned change to its legal, financial, technical or organisational or ownership situation that involves or is likely to involve the transfer of all of the Service Provider's rights and obligations to a third party by way of universal succession.

The Service Provider shall perform the Services as an independent contractor under the general guidance of the Bank. The Service Provider's employees, subcontractors and any other persons acting on behalf of the Service Provider in the performance of the Services shall not act as agents or employees of the Bank.

The Service Provider shall respect and abide by all applicable laws and regulations of the European Union and of the country in which the Services are to be performed.

§ 3 Term of Engagement

The Service Provider shall provide the Services during the period (hereinafter "**the Term of Engagement**") commencing on the Effective Date stated in the Contract and ending, unless agreed otherwise, on the End Date stated therein.

§ 4 Deliverables

Where a deliverable forms a subject matter of the Contract, the timetable for submitting the deliverable and the payment schedule in respect of that deliverable shall be as stated in the Contract or as otherwise notified by the Bank to the Service Provider. The assessment of the deliverable by the Bank shall be carried out by the Bank in accordance with the Bank's internal procedure for the review and acceptance of deliverables. In the case of partial acceptance of a deliverable by the Bank, the Bank shall have the right to withhold the corresponding portion of the Service Provider's remuneration until such time as the Service Provider has performed such remedial work as is necessary to achieve acceptance by the Bank.

§ 5 Assignment and subcontracting

The Service Provider shall not assign, in whole or in part, the rights and obligations arising out of the Contract nor subcontract any part of the Services without the Bank's prior written consent.

Even where the Bank authorises the Service Provider to subcontract all or part of the Services to third parties, the latter shall none the less remain bound by its obligations to the Bank under the Contract.

The Service Provider undertakes to include in any contract signed with a subcontractor for all or part of the Services provisions (1) requiring the subcontractor to comply with these General Terms and Conditions and (2) enabling the Bank to enjoy the same rights in relation to the subcontractor as in relation to the Service Provider itself. Upon request of the Bank, the Service Provider shall provide to the Bank proof that it has complied with this undertaking.

§6 Staff

The Service Provider shall:

- i. provide all necessary staff in order to complete the Assignment and, upon the Bank's request, (a) copies of birth certificates, passports and recent extracts from the judicial record or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of residence and/or (b) any other evidence the Bank deems necessary, for all staff who has access to confidential data and/or is granted with administrator rights in the Bank's IT systems;
- ii. ensure that its staff is suitably skilled, experienced and professional;
- iii. notify the Bank of the identity of and, if so requested by the Bank, provide a skills profile for each member of its staff assigned to the Project;
- iv. ensure that its staff behave in a proper and reasonable manner, work in a constructive manner with the employees and contractors of the Bank to the extent necessary for the successful completion of the Project and comply with the Bank's rules and regulations in accordance with § 9 of these General Terms and Conditions;
- v. not remove or replace without the prior written consent of the Bank, which shall not be unreasonably withheld, any member of its staff assigned to the Project, unless such removal or replacement is due to accident, illness or other disability or cessation of employment by the Service Provider; and
- vi. if the Bank reasonably objects to the assignment or continued assignment of any particular person to work on the Project, promptly replace that person.

Without prejudice to indents (v) and (vi) above, the Service Provider may, during the Term of Engagement, submit a written request to the Bank to substitute one or more members of its staff who have been assigned to work on the Project by other members of its staff having the same skills profile, provided that: (i) it shall submit its request at least one month prior to the date on which the replacement is to take effect and (ii) it shall set out in its request the reasons for the proposed substitution, which must be related to the successful completion of the Assignment, as well as the identity and skills profile of the proposed new candidate(s).

Any staff change on the part of the Service Provider shall be at no cost consequences to the Bank. The Service Provider shall ensure that performance of the Services is not disrupted as a result of any staff change.

§ 7 Remuneration

The Service Provider shall be remunerated in accordance with the prices specified in the Contract, which, unless otherwise therein specified, shall include all expenses. The Services may be provided on a time & materials basis or on a fixed-price basis or a combination of both.

Where the remuneration is expressed in terms of an hourly or daily rate, the time spent in performing the Services shall be determined on the basis of the number of hours or days actually spent in performing the Services.

Except as otherwise agreed between the Bank and the Service Provider, no remuneration shall be paid in respect of Services which are not performed during the Term of Engagement.

§ 8 Terms of payment

Unless otherwise agreed between the Bank and the Service Provider, no advance payment shall be made for the supply of Services or the delivery of a deliverable and the agreed remuneration shall be invoiced by the Service Provider upon completion of the Assignment or, where the remuneration relates to recurrent Services payable on a monthly basis, at the end of each calendar month. In the case of a deliverable, the Service Provider shall submit its invoice upon receiving notification of the Bank's acceptance of the deliverable.

The Service Provider's invoice shall make reference to the corresponding purchase order and contract reference numbers of the Bank and, except as may be provided otherwise in the Contract, shall contain the following information:

- in case of a time & materials contract, a reference to the calendar month covered by the invoice together with a summary of days and/or hours worked, the daily and/or hourly rate and, if applicable, the daily expense charge for each employee of the Service Provider, subcontractor or other person acting on behalf of the Service Provider in the performance of the Services;
- in case of a fixed-price contract, a summary of the Services provided by the Service Provider during the period covered by the invoice with reference to the agreed payment schedule;
- where there is a deliverable, reference to: (i) the type of deliverable (ii) the date of acceptance by the Bank of the deliverable and (iii) the agreed payment schedule for that deliverable;
- the total amount to be paid (in euro); and
- the Service Provider's bank account to which payment is to be made.

Where an invoice covers more than one activity, the relevant entries should be indicated separately for each activity, together with the total amount to be paid.

The Service Provider's invoice shall be accompanied by such supporting documentation as the Bank may reasonably require, including, in the case of a time & materials contract, time sheets for each employee of the Service Provider assigned to the Project.

Where the Service Provider is a legal entity, the Service Provider shall provide to the Bank an extract from the register of commerce or other evidence satisfactory to the Bank of the authority of the signatory of the invoice.

All invoices shall be submitted to the following address:

European Investment Bank
FC/General Accounting
B.P. 2005
L-2950 Luxembourg.

Unless otherwise specified in the Contract, the Bank shall make payment in euro within 30 days of receipt of a correct invoice. If the Bank is of the opinion that the invoice submitted by the Service Provider is incorrect, it shall reject the invoice and shall inform the Service Provider of the reasons thereof.

§ 9 Compliance with the Bank's rules and regulations

The Service Provider undertakes to comply with the Bank's rules and regulations (as they may be amended from time to time), to the extent they are applicable to the Service Provider, and in particular with:

- i. the rules applicable to service providers working on the Bank's premises, set out in Annex I hereto;
- ii. the Bank's IT security policy and rules regarding data protection, set out in Annex II hereto;
- iii. the Bank's rules for the protection of personal data, set out in Annex III hereto, such without prejudice to § 11 of these General Terms and Conditions; and
- iv. the Bank's policy of dignity at work, set out in Annex IV hereto.

The Service Provider shall report immediately to the Bank any circumstances or events that are liable to constitute bullying or harassment and which involve the Service Provider's employees, subcontractors or any other person acting on behalf of the Service Provider in the performance of the Assignment.

In accordance with best banking practices the Bank maintains a Business Continuity Management Programme (BCMP). When specifically required by the Bank in either the terms of reference or the framework agreement, the Service Provider shall run and maintain its own BCMP and shall:

- adapt – if necessary – its BCMP to ensure the continuation of the Services; and
- upon request, disclose to the Bank the contents of its BCMP (including any revisions made to it that have a bearing on the Services to the Bank); and
- notify the Bank if an incident occurs which activates the Service Provider's BCMP and might have some impact on the Services to the Bank (such notification to be given prior to the issue of any eventual notification to the press or other media); and
- upon request, provide the Bank with an overview of how the Service Provider managed any incident or crisis which resulted in the activation of the Service Provider's BCMP (including a description of impacts to customers and services) and any consequential amendments made to the Service Provider's processes and/or procedures thereafter; and
- upon request, inform the Bank of the recovery time for the Services and how they are prioritized in comparison with other clients.

§ 10 Tax and social security obligations

The Service Provider shall be responsible for all tax liabilities arising as a result of the remuneration obtained under the Contract.

The Service Provider shall also be responsible for all social security payments due in respect of itself and its staff. The Service Provider shall indemnify the Bank against any claim made against the Bank for non-compliance thereof.

Upon request of the Bank, the Service Provider shall provide to the Bank proof that it has complied with these obligations.

§ 11 Confidentiality and protection of personal data

The Service Provider shall treat as confidential all information, which it acquires, from the Bank or any other person in the course of performance of the Services. However, the foregoing obligation of confidentiality shall not apply to any information that was in the Service Provider's possession prior to commencement of the Services, or which is in or later enters the public domain other than by wrongful disclosure of the Service Provider. The Service Provider shall not reference the Bank nor the existence and terms of the Framework Agreement or of the Contract without the Bank's prior written approval.

Any personal data processing in the context of the Contract shall comply with Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 and any future EU legislation amending or repealing it. Personal data shall be processed by EIB solely for the purposes of the performance, management and monitoring of the Contract. The Service Provider shall comply with the European Union legislation on the protection of individuals with regards to processing of personal data and in particular the

provisions of the national law implementing (EC) Directive 95/46 of 24 October 1995 and any future EU legislation amending or repealing it.

The Service Provider shall obtain from each of its employees assigned to the Project and, if applicable, from each subcontractor a written undertaking in the form of Annex III hereto which it shall return to the Bank duly executed.

§ 12 Warranty

The Service Provider represents that the Services will conform to the specifications specified by the Bank. If, during the Term of Engagement, the Bank is of the opinion that the Services do not conform to the required specifications, it shall notify accordingly the Service Provider who shall promptly remedy such nonconformity at no additional cost to the Bank.

§ 13 Liability

The Service Provider shall be liable to the Bank for any loss, injury or damage arising out of the performance (or non-performance) of the Services, including for failing to submit deliverables within the term specified in the Contract.

In no event shall the Service Provider's liability to the Bank arising out of the Contract exceed the greater of one million euro or the remuneration payable to the Service Provider under the Contract. Notwithstanding the foregoing, the Service Provider's liability shall not be limited in the events of wilful intent or gross negligence or in respect of death or personal injury resulting from acts, omissions or negligence on the part of the Service Provider.

§ 14 Intellectual property rights

Except as otherwise agreed, all software, reports, notes, drawings, specifications, statistics, plans and other documents and data compiled or made by the Service Provider while performing the Services and all equipment furnished to the Service Provider by the Bank, or purchased by the Service Provider with funds supplied or reimbursed by the Bank hereunder shall be the property of the Bank and copyright in them shall belong to the Bank.

Where, in accordance with the provisions of the Bank's terms of reference for the Assignment, the Contract provides that the intellectual property rights in the object or in the outcome of the Services shall belong to the Service Provider, the Service Provider grants to the Bank, free of additional charge, a transferable and irrevocable right to use the delivered outcome for its ordinary business purposes. The Bank's right shall not be subject to any restrictions, in terms of time and place of use, and shall cover all forms of use known at the time of concluding the Contract. The right of use shall include, without being limited to, the right to modify, further develop and/or dispose of the work protected by the intellectual property rights.

§ 15 Termination

The Bank may at any time terminate the Framework Agreement and any Contract by giving the Service Provider one month's written notice.

The Bank may terminate the Framework Agreement and any Contract immediately by notice in writing to the Service Provider if:

- i. the Service Provider is in material breach of any of its obligations under the Framework Agreement and any Contract;
- ii. the Service Provider, any member of its staff assigned to the Project, any subcontractor of the Service Provider or any other person acting on behalf of the Service Provider in the performance of the Services has been engaged in conduct bringing the Bank into disrepute;
- iii. the Service Provider is in a situation of conflict or potential conflict of interest, as defined in § 16 of these General Terms and Conditions;
- iv. the Service Provider has ceased or has resolved to cease to carry on the whole or any substantial part of its business or activities, or a change to the Service Provider's legal, financial, technical or organisational or ownership situation leads to the transfer of all of the Service Provider's rights and

obligations to a third party by way of universal succession and said third party is ineligible according to the Bank's procurement policies; or

- v. any corporate action, legal proceedings or other procedure is taken in any jurisdiction in relation to:
 - a) the suspension of payments, a moratorium of any indebtedness, the winding-up, dissolution, administration or reorganisation of the Service Provider;
 - b) a composition, assignment or arrangement with any creditor of the Service Provider; or
 - c) the appointment of a liquidator, receiver, administrator, administrative receiver, regulatory official, compulsory manager or similar officer in respect of the Service Provider.

The Service Provider may at any time terminate the Framework Agreement and any Contract by giving the Bank three months' written notice.

§ 16 Conflict of interest

Conflict of interest is a situation where the impartial and objective performance of the Contract by the Service Provider is compromised for reasons involving:

- a) family, emotional life, political or national affinity, economic interest;
- b) any involvement with the Bank or any third party related to the subject matter of the Contract;
- c) previous or ongoing professional activities affect Service Provider's capacity to perform the Contract to an appropriate quality standard.

The Service Provider shall ensure to take all the necessary measures to prevent any situation of conflict of interest and to notify the Bank in writing as soon as possible of any situation or potential situation that could constitute a conflict of interest during the Term of Engagement. The Service Provider must immediately take action to rectify the situation.

The Bank may verify that the Service Provider's action is appropriate or require the Service Provider to take further action within a specified deadline.

The Service Provider must pass on all these relevant obligations to its staff and any third parties involved in the performance of the Contract, including subcontractors and provide proof thereof if so requested by the Bank. The Service Provider must also ensure that these persons are not deployed in a way which could give rise to conflicts of interest.

§ 17 Insurance and reporting

The Service Provider shall maintain in effect throughout the Term of Engagement, at its own expense and to the satisfaction of the Bank, insurance covering work activity and comprehensive general liability insurance including professional liability coverage. At the request of the Bank, the Service Provider shall promptly provide evidence to the Bank showing that such insurance has been taken out.

The Service Provider shall report immediately to the Bank any accident, injury and damage to the property of the Bank or to the property or person of any third party occurring in or arising out of the performance of the Services, as well as any act or matter which within the Service Provider's knowledge may have caused such accident or injury.

§ 18 Inspection and audit by the Bank

The Service Provider shall permit the Bank or its designated representatives periodically to inspect its accounts and records relating to the performance of the Contract. The Bank shall have the right to make copies thereof, to have them audited by auditors appointed by the Bank, if so required by the Bank, and to transmit any such document to any Community body having authority to audit the activities of the Bank.

§ 19 Severability

If any provision of the Contract (including any provision of any document deemed to be, directly or indirectly, an integral part thereof, such as, without limitation, the Framework Agreement and these General Terms and Conditions, which form an integral part of the Framework Agreement) is found to be invalid or incomplete, the validity of the remaining terms and provisions shall not in any way be affected thereby.

§ 20 Entire agreement; amendments

The Contract (together with all documents deemed to be, directly or indirectly, an integral part thereof) shall constitute the entire agreement between the Bank and the Service Provider with respect to the Assignment which is the subject matter of the Contract. It shall supersede any prior proposal or agreement, whether written or oral, and any other communication concerning the Assignment. The Contract and the Framework Agreement may be modified only by a writing signed by both the Bank and the Service Provider and, in case of the Framework Agreement, by the other parties, if any.

§ 21 Waiver

No term or provision of the Contract or any document deemed to be an integral part thereof (including, without limitation, the Framework Agreement and these General Terms and Conditions) shall be deemed waived by the Bank and no breach excused unless the Bank signed a waiver or consent to that effect.

§ 22 Applicable law; jurisdiction

The Framework Agreement and the Contract shall be governed and construed in accordance with the laws of Luxembourg. The Parties hereby submit to the exclusive jurisdiction of the Tribunal d'Arrondissement in the city of Luxembourg.

§ 23 Survival of obligations; cooperation with the Bank

The provisions of § 9, § 10, § 11, § 13, § 14, and § 18 of these General Terms and Conditions shall survive the expiry or termination of the Framework Agreement or the Contract.

After the expiry or termination of the Contract, including during any Project evaluation by the Bank, the Service Provider shall: (i) continue to cooperate with the Bank to such reasonable extent as may be necessary to clarify or explain any reports, recommendations or other work made or prepared by the Service Provider in the course of the Assignment and (ii) at the Bank's request, assist in the transfer of the Assignment to another service provider.

Rules applicable to service providers working on the Bank's premises

Access to the Bank buildings

The Service Provider is required to follow the regulations of the Bank in force regarding access to the Bank's buildings, identification and tracking of all persons on the premises that are not members of the Bank's staff. Accordingly the Service Provider undertakes to comply with these regulations as they may be amended from time to time.

Access to the Bank's buildings is permitted only via their main entrances.

The Service Provider undertakes to limit his presence on the Bank's premises only to areas necessary for execution of the Assignment.

External telephone calls

Business calls

Local business calls can be made to landline telephones by dialling direct from an internal telephone. International business calls must be made through the switchboard.

All communications with the Service Provider's head office, whether by telephone, fax or modem, are considered to be business calls.

Private calls

Private calls can be made from the telephone booths available in the Kirchberg buildings.

Mail

The Mail Room staff will be advised of the presence of the Service Provider and of the possible receipt of mail for his attention. The Mail Room staff can also dispatch personal mail on behalf of the Service Provider in the same way as it does for all staff.

Emergencies and first aid

Emergencies should be reported to the Security Service on extensions 40000, 40001 and 40002 (24 hours).

First aid can be obtained by calling the Bank's nurse on extension 50000 (business hours).

IT security policy and rules regarding data protection

1 IT SECURITY

1.1 Policy

The Service Provider acknowledges having being informed of the current version of the Bank's IT security policy and undertakes to comply with the said policy as it may be amended from time to time.

1.2 Security controls

The Bank has implemented various controls to protect its IT systems and data. The Service Provider undertakes not to attempt to bypass these controls in any way except where specifically allowed for within the terms of reference of the Assignment.

1.3 Data Transmission

Should it be necessary to transfer Bank information outside the Bank for the purposes of the Assignment, the Service Provider shall obtain written permission from the Bank's information owner prior to the transfer of the aforementioned information. Furthermore any Bank information transmitted outside the Bank is subject to the rules of confidentiality and protection of personal data as specified in § 11 of the Bank's General Terms and Conditions.

1.4 Hardware

The Service Provider will be provided with such equipment as is necessary to carry out its duties as specified by the terms of reference of the Assignment. The Service Provider undertakes not to connect any non-Bank equipment to the Bank's network without justification and prior written authorisation by the IT unit responsible.

1.5 Software

The Service Provider shall not install or operate any unauthorised software on equipment connected to the Bank's network. Should the installation or operation of non-Bank standard software be required for the Assignment, such software may only be installed and operated after prior written justification and authorisation from IT-Security-Admin.

1.6 Reporting

The Service Provider undertakes to report any security breach or incident concerning hardware or software, which may compromise the Bank's IT security policy, immediately to the Bank's Security officer, either by telephone or email. Furthermore the Service Provider undertakes to follow the instructions of IT Security (for security matters), and the Bank's Help Desk in case of any security breach or problems with the Bank's IT systems.

1.7 User ID and password

A User ID will be created for the Service Provider to access the Bank's network. Where the Service Provider has more than one person assigned to the Project, each such person will be assigned a separate User ID and password. The User ID's and passwords on the Bank's network are strictly for individual use. The Service Provider undertakes to request a separate User ID for each person using the Bank's network in respect of the Assignment. Passwords are not to be stored in unencrypted form either on paper or electronically.

1.8 Data import

The Service Provider undertakes to ensure that any data or files required to carry out the Assignment, which may need to be imported onto the Bank's network, are free from any viruses or malicious code, which may either compromise security or damage any Bank data already stored on the network. All files must be checked using the latest version of the virus checking software which is provided (and regularly updated) on the workstation provided by the Bank.

1.9 Software copyright

All software and data provided on the Bank's network, mainframe and workstations may not be copied or distributed without prior, written justification and authorisation.

1.10 End of Assignment

At the end of the Assignment, the Service Provider undertakes to either return or destroy any data or information belonging to the Bank in its possession, and to continue to comply with the provisions regarding confidentiality of information set out in § 11 of the General Terms and Conditions.

2 MANAGEMENT OF EMAIL ACCOUNTS

2.1 Email accounts

A named email account associated with the User ID as described in the above Section 1.7 will be created for each employee of the Service Provider assigned to work on the Project. Like the network User ID, this account is personal and may not be shared with any other user. Users of email accounts must observe the conditions set out in the above Section 1.3 related to transmission of data, and all aspects of the IT security policy as described in Section 1 of this Annex.

2.2 Sharing of email accounts

Sharing of email accounts is strictly forbidden. Should users need to share information received by email, use should be made of distribution lists or the delegate function. Further information on the use of these functions can be requested from the Bank's Help Desk (ext. 30000).

2.3 Term

The term of the email account will be limited to one year, or the length of the Assignment, whichever is shorter. Should the account be required for a longer period, the Service Provider must request an extension to the term of the account.

3 MODEM CONNECTIONS

3.1 Telecommunications lines

Provision of connections is subject to prior written justification and authorisation as per the Bank's internal procedures, and for a specific time period save that the Bank may revoke the lines at any time in case of wrongdoing of the Service Provider. Under no circumstances are analogue fax lines to be used to connect to external networks using a modem. Furthermore, use of mobile phone connections to connect to external networks is strictly forbidden, unless specifically authorised.

3.2 External networks

The Service Provider undertakes to ensure that any hardware accessing an external network will not be connected to the Bank's network at the same time, except where this is specifically defined in the terms of reference of the Assignment.

3.3 Use of lines

Telecommunications lines provided for the purposes of connecting to an external network via a modem are to be strictly used for Bank business. It is prohibited to use these lines for any private or unlawful purposes, as well as any activities, which could harm the reputation of the Bank or any of its staff.

3.4 Data transfer

Any data required for the purposes of the Assignment from an external network should be sent to the Bank's network as an attachment to an email so it can be checked for harmful or malicious code by the Bank's firewall and security measures protecting the network. Should the email be blocked for any reason by the Bank's security systems, the Service Provider may request IT Security to release the email providing it is business related and clear of any virus or harmful code. Should data transfer not be possible by means of email then an alternative means of communication should be defined jointly between the Service Provider and IT-Security-Admin.

Rules for the protection of personal data

1. The Service Provider and all members of its staff involved in the execution of the Services (each such member in this Annex called a "Staff member") shall at all times be aware of the sensitive and highly confidential nature of the personal data to which they may have access and which they may be required to process in the course of the execution of the Services.
2. The Service Provider and each Staff member shall respect the integrity of these data and observe the strictest confidentiality in relation thereto throughout the execution of the Services, as well as thereafter.
3. In particular, neither the Service Provider nor any Staff member shall divulge any such personal data on any account to any third party not duly authorised by the Bank or copy (on any medium whatsoever) or transmit these data except in the course of backup, recovery or testing operations essential to the execution of the Services.
4. Without prejudice to the foregoing, neither the Service Provider nor any Staff member shall keep any copy, file or list (on any medium whatsoever) of the personal data to which it has access in the course of the execution of the Services.
5. These rules shall also apply to all codes and procedures for accessing the personal data in question and the systems supporting them, as well as to all related literature and technical or regulatory documentation to which the Service Provider or any Staff member has access in the course of the execution of the Services.
6. The Service Provider and each Staff member acknowledge that in the event of any violation of the above mentioned rules the Bank may sue the infringer, without prejudice to any legal proceedings which may be brought by wronged members of staff of the Bank or by third parties.

The Service Provider shall bring the rules of points 1 to 6 above to the attention of each present and future Staff member and require such Staff member to date and sign a copy of this Annex as evidence of the latter's acknowledgement of these rules and undertaking to comply with them. The Service Provider shall provide such signed copies without delay to the Bank.

This Annex is without prejudice to § 11 of the General Terms and Conditions concerning the general obligation of confidentiality and protection of personal data, which the Service Provider is required to fulfil.

Place and date:

Signature of
Staff member:

Name and function:

Policy of dignity at work

The European Investment Bank (the "EIB" or the "Bank") aims to provide a positive working environment which will enable and encourage staff to work together in a culture of support and cooperation towards the goals of the Bank. The EIB recognises that people cannot contribute their best when under the fear of harassment or bullying.

The Dignity at Work policy has the full support and whole-hearted commitment of the Management Committee and of senior management. Any form of harassment or bullying in the EIB is unwelcome and unacceptable. The EIB does not want and will not tolerate harassment or bullying.

The Dignity at Work policy does not replace but is complementary to the EIB Code of Conduct. While the Code of Conduct sets out the rules applicable to professional ethics, the Dignity at Work policy covers specifically issues of harassment and bullying.

Bullying and harassment – what is it?

Both harassment and bullying may take many forms. The behaviour may be physical or verbal and will often occur over a period of time although serious one-off incidents may take place. It is irrelevant whether the behaviour is intentional or not. The key feature is that harassment and bullying is unwelcome and unacceptable behaviour that demeans the self-respect and confidence of the recipient.

Harassment may be related to nationality, race, sex, disability, age, family status, sexual orientation, or any characteristic that makes one person stand out from others. Harassment can be any form of unwanted verbal, non-verbal or physical conduct that occurs with the effect of violating the dignity of a person, such as: unwelcome physical contact; offensive language, jokes, gossip; exclusion by colleagues; gibes in reference to nationality, gender or personal appearance, etc.

Examples of bullying might include: verbal or physical threats and intimidation, repeated sarcasm, public or private humiliation, regular setting of obviously unattainable targets and deadlines, monitoring work unnecessarily and intrusively, reducing someone's effectiveness by withholding necessary information, etc.

In general, an occasional raised voice or argument would not constitute harassment or bullying in itself, nor, for example, would fair and constructive criticism of a staff member's work performance, being assessed in the annual appraisal by a manager as an under-performer, or being refused a career advancement.

Many alleged cases are misunderstandings or personal conflicts and they do not all qualify as genuine harassment. To avoid misunderstanding and unnecessary upset, particularly in a multicultural environment such as the EIB, it is important for everyone to be aware of the issues and bear in mind that words and actions may be upsetting or offensive to others.

The aim of the policy

The aim of the Dignity at Work policy is twofold:

- to raise awareness and understanding of the issues and to help prevent harassment and bullying in the first place
- to provide a structure and procedures for dealing with alleged cases.

Responsibilities

Particularly in a multi-cultural environment such as the EIB, everyone needs to be very aware of their responsibility in fostering an environment of dignity at work, where harassment and bullying are known to be unacceptable and not tolerated. All managers and supervisors have a key role to play in preventing, recognising and tackling bullying and harassment. Managers have a particularly influential role to play in supporting the policy by being a role model for their staff and encouraging a positive working environment.

What should people do when confronted with bullying or harassment?

Individuals who feel they are the target of bullying or harassment must be able to get help and support from people who have been specially selected and trained to deal with these situations. Witnesses and anyone concerned about these issues must also have access to advice.

EIB policy provides for two types of procedures – one an informal, close-to-the problem, procedure where matters can hopefully be put right with a minimum of fuss and embarrassment and another more formal procedure where individuals can officially present a complaint. The procedures provide avenues for staff to raise a complaint with assurances that their complaint will be treated seriously and in strict confidence.

The informal procedure

The person should first try to resolve the problem, if possible, by telling the offending party clearly that the behaviour is unwelcome and asking for it to stop.

If help is needed, the person should approach the confidential counsellor of their choice for assistance and advice as soon as possible.

If, after a reasonable time, the situation is still not satisfactorily resolved, the person may decide not to pursue matters further or they may take a decision to make a formal complaint through the investigation procedure.

The investigation procedure

The investigation procedure provides for the following:

- the staff member requests the initiation of the investigation procedure
- the establishment of an investigation panel of three independent persons
- a series of hearings where both parties and any witnesses are heard separately by the panel, plus any other individuals the panel members wish to hear
- the result of the panel hearing and deliberations would be a recommendation to the President who takes the decision on what action is to be taken.

Confidentiality and reprisal-free reporting of complaints

All staff reporting a complaint, taking part in investigations, or being in any way connected to a case of harassment must be guaranteed full confidentiality and must not suffer intimidation, retaliation or victimisation. No one should suffer negative consequences as a result of bringing forward a complaint or expressing concern about a situation. Any suspected action of reprisal will be thoroughly investigated and carry the risk for the perpetrator of serious disciplinary action.

Staff should however be aware that making a complaint is very serious. Staff making false or malicious complaints would face disciplinary action.

Scope

The policy on Dignity at work, as the Code of Conduct, applies to the members of staff of the European Investment Bank, and is to be read in conjunction with the Code of Conduct and the Staff Regulations. It also applies, by extension and insofar as their corresponding contract so provides, to third parties whose services are provided within the premises of the EIB.