

- 10.3 The Service Provider shall have as [a] contact person[s] in the Bank [Mr]/[Ms] [name], and in the Fund [Mr]/[Ms] [name], to whom he shall report in respect of execution of the Services, or any other person that the Bank or the Fund has expressly notified to the Service Provider.

Article 11 – Intellectual Property

- 11.1 All learning material developed by the Service Provider in relation to the Agreement (e.g. exercises, slides, e-learnings) is the intellectual property of the User in line with the first paragraph of §15 of Appendix B. The User will acquire full ownership of the outcome, which includes right to maintain, develop and modify the delivered outcome in the future.
- 11.2 Material, that was developed prior to the entry into force of the Agreement and is protected by intellectual property rights, is excluded. The Service Provider must declare any such rights clearly and in writing to the User before using the material in question.
- 11.3 If the Service Provider decides to use any material or tools covered by third-party intellectual property rights for a learning activity, with the explicit agreement of the User, it must take all necessary steps to uphold those rights, including making all payments relating to licenses and royalties. In the event of litigation in this respect, the Service Provider will take full responsibility for any damage to third parties without any recourse against the User.
- 11.4 Any provision of services may be filmed, recorded and posted online for distribution to all User staff. If applicable, in accordance with the above, all services filmed, recorded and put online will remain the property of the User.

Article 12 – Entire Agreement

- 12.1 This Agreement contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of any Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 12.2 The following documents attached shall be deemed to form an integral part of the Agreement:
- (a) Appendix A: Call for Tenders [,including clarifications issued by the Bank before the deadline for submitting tenders];
 - (b) Appendix B: Bank General Terms and Conditions;
 - (c) Appendix C: Contract Template; [and]
 - (d) Appendix D: Tender [,including clarification from the tenderer provided during tender evaluation; [and]
 - (e) [Appendix E: Standard Contractual Clauses (EU Controller to Non-EU Processor.)]⁴
- 12.3 In case of any inconsistency between the terms of this Agreement, the following order of priority shall apply:
- 1) Terms set out in Articles 1 to 12 of this Agreement;
 - 2) Appendix B;
 - 3) [Appendix E];
 - 4) Appendix A;
 - 5) Appendix C; and
 - 6) Appendix D.

IN WITNESS WHEREOF, the Parties have caused 2 (two) original copies of this Agreement to be signed in their respective names.

⁴ This Appendix will apply if the successful tenderer is a service provider established in a third country, or in a country likely to become a third country during the term of the Agreement or a Contract.