



This agreement is entered into by and between you (hereinafter referred to as “Expert”) and Association of International Consultant, a Professional Association (hereinafter referred to as “ AIC ”);

WHEREAS, **AIC is a not-for-profit and a totally independent Association** with no other organization or company of any kind involved in any way (neither directly nor indirectly) in AIC strategy or management;

WHEREAS, **AIC has developed a user-friendly Internet platform** (website address: www.aic2000.org) publishing searches for experts issued by Companies and International Organizations and other related information;

WHEREAS, AIC has designed this platform for the purpose of **facilitating the initiation of contacts by and between independent experts, and companies and/or International Organizations** for projects funded by national, international and multinational donors;

WHEREAS, AIC members consists of **highly qualified international and local experts** wherever located, which are desirous of being informed of potential jobs with companies and/or International Organizations, in connection with projects and assignments financed by international donors and others, or of any other related information;

WHEREAS, AIC provides services to **consultancy companies or International Organizations** wherever located, which are desirous of identifying experts, in connection with projects and assignments financed by international donors and others, or of any other related information;

WHEREAS, AIC reserves the right to inform its members (via the **AIC watch and blacklists of companies** as well as via the list of **companies blacklisted by the World Bank**, or via any other appropriate method) about any gross misconduct of a company; for example, AIC refuses to work with:

- with companies practicing unfair competition or using unprofessional methods;
- with companies asking several experts to sign a so-called Letter of Commitment at the same time, this for one same single position within the same tender;
- with companies asking experts to sign Letters of Commitment without agreeing first on the financial conditions;
- with companies asking experts to sign Letters of Commitment but 'forgetting' to put these experts in their final tender proposals.

NOW THEREFORE, in consideration of the covenants hereinafter contained and other good and valuable consideration, it is agreed as follows:

Acceptance

Article 1. **Acceptance.** The Expert's acceptance of all the terms and conditions of this Agreement is confirmed by the Expert's clicking the “I agree” button within the registration process, which will signify that the Expert accepts all terms and conditions of this Agreement, which shall enter into full force and effect immediately.

Job Opportunities and CV Broadcast Services

Article 2. **Fees for Experts.** The basic principle is that only experts contributing to the financing of AIC can benefit from the Job opportunities service and/or from the CV broadcast service. The respective fees are subject to an adjustment every year.

Article 3. **There is NO Success Fee.**

Article 4. **No retraction right.** By becoming an AIC member, you explicitly agree that the membership fee is not refundable as per article L.121-20-2-1° of the “Code de la Consommation” (*Ordonnance nb 2001-741 of 23 August 2001 art. 5 and art. 12, Official Journal of 25 August 2001*) which specifies that no retraction can be expressed for the furniture of services which execution has already started with the agreement of the member. Therefore no AIC membership can be refunded.

AIC Database of Experts

Article 5. **AIC to list Consultant's data.** Provided that the Expert is in full compliance with the terms of this Agreement, AIC agrees to list the Expert's data, as updated on-line by the Expert himself in accordance herewith, on its database(s) for a 12 months period, unless earlier terminated pursuant hereto. Unless earlier terminated by either party hereto, this Agreement shall be automatically renewed at the end of each year. The expert is considered as providing real information concerning his professional experience and background. In any event, AIC reserves the right to refuse to list the Expert or any of the Expert's data.

Article 6. **Consultant's warranties; AIC's rights.** The Expert warrants that the information it supplies to AIC shall at all times be accurate and complete. If at any time AIC shall determine that any information provided it by the expert is inaccurate, incomplete or misleading, AIC shall have the right to remove the Expert from its databases and may take whatever additional steps it deems necessary or appropriate to protect its own rights and responsibilities vis-à-vis other members (including consultancy companies and International Institutions or other donors) and other third parties, including without limitation, the provision of notice to Members and third parties regarding such information. In any such case, AIC shall have no liability to the Expert for any such action it may take.

Article 7. **Expert's warranties; copyrights.** The Expert remains free to provide his professional data to any other organization. The Expert hereby agrees that all data provided to AIC by the Expert, and any written or electronic materials supplied to AIC by Consultant for AIC's database is to be considered "work for hire" and, as such, is the sole and exclusive property of AIC. Consultant hereby disclaims any copyright or other intellectual property right in any of the information or materials provided to AIC by the Expert in accordance with this Agreement.

Article 8. **The Expert to update his data every three (3) months.** The expert is committed to update (when necessary) on-line his own data in the AIC database. This applies particularly to his CV as well as to his present and permanent co-ordinates. The expert agrees that non-updated CVs and/or co-ordinates will have as an immediate and automatic result the Expert being deleted from the AIC database. This is justified by the fact that AIC is committed to try and have an Expert database in which no CV or coordinates is older than 3 months;

Article 9. **Non-Independent Experts.** Experts who are not independent consultants are requested – and expected - to state clearly in every answer to a **Search for Experts** their exact present situation. In this way AIC will protect consultants - as well as consultancy companies - from unfair competition;

Experts candidate to positions advertised via AIC

Article 10. **The Expert to be candidate for a position advertised via AIC.** The expert who is an AIC member may be candidate via the AIC web site to a specific assignment advertised via AIC provided his experience and background really fits to the position. When candidate to a position, the Expert uses the AIC web site and is committed to write a 10 line text emphasizing very clearly his related experience for this specific assignment. This text will be forwarded to the company with the blind CV of the Expert. However, AIC reserves the right not to forward an Expert candidacy if it appears clearly that these experience and background do not fit, or if his 10 liner is only general text, unrelated to the specific assignment advertised via AIC. This 10 liner will be used as a preselection tool. AIC will not process the candidacy of Experts not using the online "Application" button.

Article 11. **AIC to make available Expert's CVs.** AIC and the Expert agree to make available the Expert's CV to a specific requesting company;

- every time this company has issued a search for expert and the Expert has expressed his wish to proceed with his candidacy for this position;
- every time the company has requested a direct access to the AIC database of experts.

Experts and Companies put in touch together

Article 12. **AIC to make available Expert's coordinates.** AIC and the Expert agree to make available the Expert's coordinates to a specific requesting company:

- every time this company has ask to be put in touch with this experts, after the expert being candidate for an assignment issued by this company. The Expert and the Company / International Institution are put in touch by one single message sent to the company with copy to the expert. This e-mail includes the full co-ordinates of the requesting company and the full co-ordinates of the expert candidate for the specific assignment;
- Every time the company has requested a direct access to the AIC database of experts.

Experts are committed to keep AIC informed about their contacts with companies whose co-ordinates have been forwarded by AIC

Article 13. **The Expert to inform AIC about the results of his contacts with the proposed company.** Once put in touch with a company, the expert is committed to inform immediately and regularly AIC about the steps of his negotiations (any formal or informal agreement, including the financial parts) with the company) and their results. Should the company win the tender, the expert immediately informs AIC.

Experts and AIC committed to the highest level of confidentiality

Article 14. **The Expert committed to the highest level of confidentiality.** The expert will always consider as strictly confidential any information provided to him directly or indirectly by AIC or by a requesting company or International Institution.

Article 15. **Confidentiality of AIC sources of information.** Information sources, whatever the subject are never divulged to anybody.

Other items

Article 16. **Limitation of Liability.** AIC shall have no liability to the Expert hereunder relative to any acts or omissions of AIC pursuant to this Agreement. AIC makes no representations or warranties to the Expert. In the event that the Expert is in any way dissatisfied with AIC's performance hereunder, it shall immediately inform AIC of the reason for its dissatisfaction, whereupon AIC shall determine, in its sole discretion, what relief, if any, shall be given to the Expert.

Article 17. **Change of Terms.** AIC reserves the right to adapt/modify these terms of usage at any time by posting changes in this file.

Article 18. **Links to Third Party Sites.** The external links are not under the control of AIC and AIC is not responsible for the contents of any linked site or any link contained within a linked site. AIC is providing these links to the Expert only as a convenience, and the inclusion of any link does not imply endorsement by AIC of the site.

Article 19. **Dispute Resolution.** The Expert and AIC agree that any dispute arising under this agreement shall be settled in accordance with French law, France, before the competent court(s) thereof.

Article 20. **Governing Law; Venue.** This Agreement shall be interpreted, construed and governed according to the laws of France.

Article 21. **Severability.** In the event that any of the provisions hereof shall be held to be invalid or unenforceable, the remaining provisions thereof shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included therein.

Article 22. **Paragraph Headings.** The paragraph headings contained in this Agreement are for convenience only and shall in no manner be construed as a part of this Agreement.