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		<b>Revision #</b>	03
		<b>Revision Date</b>	10/03/2021

Revision #	Date	Reasons of revision
1.1	25 April 2018	First issue
02	12 November 2020	<ul style="list-style-type: none"> <li>-Change of members in Ethics Review Committee</li> <li>-Updating the content to comply with the values and standards of the association</li> </ul>
03	10 March 2021	<ul style="list-style-type: none"> <li>-Have policies in independent documents separated from the code of conduct, update anti-corruption policy and add anti-terrorism and money-laundering policy</li> <li>-Develop whistleblowing procedure to cover additional aspects of the code.</li> <li>- Develop investigation and risk assessment procedure and include types of violation</li> <li>-Adjust referencing</li> <li>-Add SEA definition</li> <li>-Add Charter of arcenciel</li> </ul>

Affiliation	Function	Name	Revision (Sign/Date)	Review (Sign/Date)	Approval (Sign/Date)
Quality	Senior Officer	Stephanie Chammas	10 March 2021		
Quality	Manager	Layal Abdelnour		21 March 2021	
HR	Manager	Rana Asmar			25 March 2021
Finance	Manager	Karim Chebaro			09 April 2021
Legal	Manager	Elias Labaki			25 March 2021
Programs	Director	Nadim Abdo			25 March 2021
General Management	General Manager	Robin Richa			25 March 2021

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arcenciel  
Code of  
Conduct  
March, 2021

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## 1. Introduction

The Code of Conduct of arcenciel is a set of fundamental principles, operational principles, and standards to guide our actions and management. arcenciel has the responsibility to be ethical, through diverse values described in this Code, to give out accurate information, and to not manipulate situations for the personal use benefit of its board and staff.

Referred “Volunteers” are employees at aec who work for less pay than in the regular market as social input.

## 2. Charter of arcenciel

Founded in 1985, arcenciel is a sustainable development association; apolitical, non-denominational, and independent, recognized as being of public utility. arcenciel develops a multidisciplinary action for anyone in need.

Its action is based on the following principles:

arcenciel, a spirit

If we had to characterize arcenciel, we would say that it is above all a spirit to be promoted in society. A spirit that can be summarized by two essential convictions:

“Difference enriches”

- It is not about denying the difference: this attitude, under covered with egalitarian claims, does not respect, in our eyes, the person in difficulty, who lives this difference in the depths of their being.
- Nor is it about taking a "normalizing" look at it, which inevitably places them in the sense of inferiority.
- It is actually about considering this difference as a factor of possible enrichment. The richness of any encounter between two individuals isn't it the expression of their differences?

“Everyone is capable of progress”

The association is convinced that everyone, regardless of the nature and severity of their disability or difficulties, is capable of progress. Such a conviction radically changes the way we look at them and directs the action to be taken to help them towards areas not investigated by the various existing bodies.

We would like to emphasize here the harmful effect of any contrary reflection, which only locks the disabled person into his difficulties. For arcenciel, on the contrary, it is a question of no longer seeing these difficulties as generators of failure, but as a source of possible progress.

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3. Basic Values

3.1. Vision and Purpose

As arcenciel, we are committed to doing what is right and honourable. We set high standards for ourselves and we aspire to meet these standards in all aspects of our lives—at work, at home, and in service to our stakeholders.

This Code of conduct and Professional Conduct describes the expectations that we have of ourselves and our fellow volunteers, contractors and service providers. It articulates the ideals to which we aspire as well as the behaviours that are mandatory in our professional and volunteer roles.

The purpose of this Code is to instil confidence in arcenciel’s framework and to help an individual become a better practitioner. We do this by establishing a profession-wide understanding of appropriate behaviour. We believe that the credibility and reputation of arcenciel is shaped by the collective conduct of individual volunteers same as contractors and service providers due to their close relation to our mission and impact on our reputation.

We believe that we can advance our mission, both individually and collectively, by embracing this Code of conduct. We also believe that this Code will assist us in making wise decisions, particularly when faced with difficult situations where we may be asked to compromise our integrity or our values.

3.2. Persons to Whom the Code Applies

The Code of conduct applies to all arcenciel volunteers, staff, board members and contractors/service providers or any third-party entity linked to either aec activities or beneficiaries.

3.3. Structure of the Code

The Code of Conduct is divided into sections that contain standards of conduct which are aligned with the values that were identified as most important to our association. A glossary can be found at the end of the standard. The glossary defines words and phrases used in the Code.

3.4. Values that Support this Code

Volunteers of arcenciel were asked to identify the values that formed the basis of their decision-making and guided their actions. The values that they defined as most important were: Empathy, Equality, Respect, Hospitality, Unity, Transparency and Integrity.

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### 3.5. Aspirational and Mandatory Conduct

Each section of the Code of Conduct includes both aspirational standards and mandatory standards. The aspirational standards describe the conduct that we strive to uphold. Although adherence to the aspirational standards is not easily measured, conducting ourselves in accordance with these is an expectation that we have of ourselves as practitioners—it is not optional.

The mandatory standards establish firm requirements, and in some cases, limit or prohibit volunteers, contractors or suppliers' behaviour. Parties who do not conduct themselves in accordance with these standards will be subject to disciplinary procedures before arcenciel's Ethics Review Committee and could be subject to contract termination.

The Ethics Review Committee appointed committee, until revised is comprised of:

- General Manager
- Programs Director
- Human Resources Manager
- Finance Manager
- Legal Manager
- Safeguarding Focal Point

If a member from the Ethics committee is no longer available to perform his/her duties – the other existing ethics committee members each nominate one person from within the organization and it is called to a vote. Members may not vote for their nominated potential member. Majority voted nominate then becomes a member of the Ethics Review Committee. This meeting is coordinated by the leaving member.

## 4. Responsibility

### 4.1. Description of Responsibility

Responsibility is our duty to take ownership for the decisions we make or fail to make, the actions we take or fail to take, and the consequences that result.

### 4.2. Responsibility: Aspirational Standards

As volunteers in the NGO community:

- We make decisions and take actions based on the best interests of our beneficiaries, society, public safety, and the environment.
- We accept only those assignments that are consistent with our background, missions, values experience, and qualifications.

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- We fulfil the commitments that we undertake – we do what we say we will do.
- When we make errors or omissions, we take ownership and make corrections promptly. When we discover errors or omissions caused by others, we communicate them to the appropriate body as soon they are discovered. We accept accountability for any issues resulting from our errors or omissions and any resulting consequences.
- We protect proprietary or confidential information that has been entrusted to us. (Ref. Annex1: Non-disclosure Agreement)
- We hold this Code and hold each other accountable to it.
- We take full responsibility and actions towards protecting children and beneficiaries from harm and abuse including and not limited to sexual exploitation and abuse, in all our projects and activities, by adopting a zero-tolerance policy to SEA with all our employees / volunteers, contractors and service providers (Ref. CoC-POL-005: PSEA Policy).

#### 4.3. Responsibility: Mandatory Standards

As volunteers at arcenciel, we require the following of ourselves and our fellow volunteers:

- We inform ourselves and uphold the policies, rules, regulations and laws that govern our work, professional, and volunteer activities.
- We report unethical or illegal conduct to appropriate management using aec reporting mechanism (Ref. CoC-SOP001: Management of Code of Conduct Violation and whistleblowing procedure) that includes a Safeguarding focal point.
- We bring violations of this Code to the attention of the appropriate body for resolution based on the incident investigation and risk assessment procedure (Ref. CoC-SOP002: Incident investigation and risk assessment procedure) and aec reporting mechanism. (Ref. CoC-SOP001: Management of Code of Conduct Violation and whistleblowing procedure)
- We do not make false accusations when reporting any misconduct and rely on facts to serve an in-depth investigation and risk assessment. (Ref. CoC-SOP002: Incident investigation and risk assessment procedure)
- We pursue disciplinary action against an individual who retaliates against a person raising ethics concerns.
- We provide regular training and capacitate staff on Safeguarding and PSEA topics to prevent tolerance for abuse or exploitation.

## 5. Respect

### 5.1. Description of Respect

Respect is our duty to show a high regard for ourselves, others, and the resources entrusted to us. Resources entrusted to us may include people, money, reputation, the

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safety of others, and natural or environmental resources.

An environment of respect engenders trust, confidence, and performance excellence by fostering mutual cooperation—an environment where diverse perspectives and views are encouraged and valued.

### 5.2. Respect: Aspirational Standards

As volunteers at arcenciel:

- We inform ourselves about the norms and customs of others and avoid engaging in behaviours they might consider disrespectful.
- We listen to others' points of view, seeking to understand them.
- We approach directly those persons with whom we have a conflict or disagreement.
- We conduct ourselves in a professional manner, even when it is not reciprocated.

### 5.3. Respect: Mandatory Standards

As volunteers at arcenciel, we require the following of ourselves and our fellow volunteers:

- We negotiate in good faith.
- We do not exercise the power of our expertise or position to influence the decisions or actions of others in order to benefit personally at their expense.
- We do not act in an abusive manner toward others.
- We refrain from any form of bullying, harassment, discrimination, abuse, intimidation or exploitation.
  - We act fairly and honestly, and treat others with dignity and respect, regardless of issues such as gender, race, religion or lack of religion, colour, national or ethnic origin, language, marital status, family status, birth, sexual orientation, age, disability, socio-economic background, caste, political conviction, HIV and AIDS status, physical appearance or lifestyle.
  - We never engage in any humiliating, degrading or exploitative behavior.
  - We do not use or condone language that is inappropriate, demeaning, or offensive towards others.
- As volunteers at arcenciel, we commit ourselves to being responsible for the use of information, assets and resources to which we have access by reason of our employment with arcenciel through:
  - ensuring the use of arcenciel's assets and resources entrusted to us in a responsible manner and account for all money and property, following the appropriate policy and procedural requirements.
  - not using arcenciel's computer equipment or other technology or equipment to

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engage in any activity that is illegal under local, state, or international law or that encourages conduct that would constitute a criminal offence. This includes any material that victimizes, harasses, degrades, or intimidates an individual or a group of individuals on the basis of gender, race, religion, sexual orientation, age, disability or ethnicity or other personal characteristic.

- not using arcenciel’s computer equipment or other technology or equipment to view, download, create, distribute, or save in any format inappropriate material, including but not limited to adult or child pornography.
- using all project goods and services, including those provided by/property of a third-party, in an appropriate manner.
- not releasing to others any private or confidential information related to arcenciel (or for which arcenciel is responsible for) unless legally required to do so.
- We also commit ourselves to being responsible for our own health, safety and welfare, and of those of the staff we manage by:
  - adhering to all organizational health and safety regulations and procedures in force in our work place.
  - complying with any local security guidelines and in a manner consistent with arcenciel regulations.
  - behaving in ways that avoid creating unnecessary risk to the safety, health and welfare of ourselves or others (including partner organizations and beneficiaries).
- We ensure that our personal and professional conduct is, and is seen to be, of the highest standard and in keeping with arcenciel’s beliefs, values and mission:
  - We treat all people with respect and dignity. We do not discriminate, show differential treatment to, or favour particular individuals to the exclusion of others.
  - We promote the well-being and development of children in our programs, and do not engage in behaviour that is likely to cause harm, including physical, sexual, emotional abuse and neglect.
  - We observe all local laws and behave in a culturally sensitive manner.
  - We do not work under the influence of alcohol or drugs (with the exception of prescribed drugs for health reasons) or illegal substances that affect our ability to perform our duties.
  - We do not use, distribute, sell or be in possession of illegal substances on arcenciel’s premises, whilst on arcenciel’s business or whilst using arcenciel’s vehicles.
- We ensure that our behavior both during and outside of work does not bring arcenciel into disrepute and does not impact on or undermine our ability to undertake the role for which

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we are employed.

- We do not abuse our position as arcenciel volunteers for personal gain by requesting, soliciting or accepting any payment, gift, service or favour (including sexual favours) from others, whether for our own personal benefit or for another person, in return for arcenciel's support, goods or services.
  - We perform our duties and conduct our private life in a manner that avoids possible conflicts of interest with the work or reputation of arcenciel and our work as volunteers at the organization.
  - We avoid situations where personal interests could conflict, or reasonably appear to conflict, with the interests of arcenciel. Therefore, we do not enter into any sort of business relationship on behalf of arcenciel with family members, friends or other personal/professional contacts for the supply of any goods or services to arcenciel or any employment related matters without authorization from top management.
  - We declare any potential conflict of interest to the line manager / HR representative. (Ref. section 5.3 Fairness – Mandatory Standards)
  - We do not get involved in awarding benefits, contracts for goods/services, employment or promotion within the organization, to any person with whom we have financial, personal, family (or close intimate relationship) interests.
- We refuse bribes or gifts (except small tokens of appreciation and will have to inform the line manager and HR) or any remuneration from governments, beneficiaries, partners, suppliers or other persons which have been offered to us as a result of our employment with arcenciel.
  - We notify the line manager if offered or have received gifts of any kind, however small. In general, gifts should not be of such value as to constitute a personal enrichment for the recipient and should not be such as to appear excessive to an objective observer. The Ethics Review Committee will review the list of gifts being received and indicate whether this is appropriate or not.
- We are well aware that sexual relationships between an arcenciel volunteer and beneficiary are likely to be based on inherently unequal power dynamics and may undermine the credibility of the organization and its work. We acknowledge that arcenciel considers such sexual relationships inappropriate. In the event of being or developing a sexual relationship with a beneficiary, we inform immediately a senior manager in our program or HR representative about the relationship in order to clarify what could otherwise become an ambiguous situation.
- We do not undertake work or duties outside arcenciel that negatively influence our ability to perform our function or have a negative impact on the work of arcenciel.
- We avoid involvement in any activities that are illegal, or contravene human rights, or

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compromise the work of arcenciel. Therefore, we do not take part in or support any illegal activities and we do not engage ourselves in any type of sexual relations or any sexual activity with a child.

A 'child' is taken to be anyone under the age of 18 regardless of local custom, or the age of majority or consent locally.

“Sexual activity with a child is allowed only where a staff member is legally married to someone under the age of 18, but who is over the age of majority or consent in the country of citizenship of the staff member and the child.”

- All arcenciel’s volunteers are required to avoid direct responsibility for the hiring or supervision of a family member. Employment of family members is permitted as long as they do not report directly to each other.
- We do not abuse or exploit children or adults in any way and report any such behaviour by others to a senior manager (Ref. CoC-SOP001: Management of code of conduct violation and whistleblowing procedure).
- We are held responsible for reporting any incident, concern or suspicion regarding any breaches of this Code of Conduct.
  - We bring any potential incident, abuse or concern that we witnessed, made aware of, or suspect which appears to break the standards contained in this Code to the attention of the relevant manager or the Human Resources manager.
  - We do not intentionally make malicious or false accusations in relation to this Code against any volunteer or beneficiary.
  - We ensure that all information about breaches of this Code is handled with the utmost discretion.

## 6. Fairness

### 6.1. Description of Fairness

Fairness is our duty to make decisions and act impartially and objectively. Our conduct must be free from competing self-interest, prejudice, and favouritism.

### 6.2. Fairness: Aspirational Standards

As volunteers at arcenciel:

- We demonstrate transparency in our decision-making process.

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- We constantly re-examine our impartiality and objectivity, taking corrective action as appropriate.
- We provide equal access to information to those who are authorized to have that information.
- We make opportunities equally available to qualified candidates.

### 6.3. Fairness: Mandatory Standards

As volunteers at arcenciel, we require the following of ourselves and our fellow partners:

- Conflict of Interest Situations:
  - We proactively and fully disclose any real or potential conflicts of interest to the appropriate stakeholders.
  - When we realize that we have a real or potential conflict of interest, we refrain from engaging in the decision-making process or otherwise attempting to influence outcomes, unless or until: we have made full disclosure to the affected stakeholders; we have an approved mitigation plan; and we have obtained the consent of the stakeholders to proceed.
  - We implemented an Anti-Corruption Policy, in order to avoid any misuse of entrusted power for private gain. (Ref. CoC-POL-002: Anti-Corruption Policy).
  - It is mandatory that all arcenciel volunteers that have any direct or indirect interest in the purchase, disposal, or transfer of assets under their consideration, thereby giving rise to a conflict of interest, disclose the same in writing to their supervisor. Further, they must refrain from becoming involved or impacting the final outcome of any such activity. In the event of any doubt arising at any occasion, the staff/volunteer or other parties concerned should discuss the matter with their supervisor and if necessary, seek guidance and advice from the Ethics Review Committee.
- Favoritism and Discrimination:
  - We do not hire or fire, reward or punish, or award or deny contracts based on personal considerations, including but not limited to, favouritism, nepotism, or bribery.
  - We do not discriminate against others based on, but not limited to, gender, race, age, religion, disability, nationality, or sexual orientation.
  - We apply the rules of the association without favouritism or prejudice.

## 7. Honesty

### 7.1. Description of Honesty

Honesty is our duty to understand the truth and act in a truthful manner both in our communications and in our conduct.

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### 7.2. Honesty: Aspirational Standards

As volunteers at arcenciel:

- We earnestly seek to understand the truth.
- We are truthful in our communications and in our conduct.
- We provide accurate information in a timely manner.
- We make commitments and promises, implied or explicit, in good faith.
- We strive to create an environment in which others feel safe to tell the truth.

### 7.3. Honesty: Mandatory Standards

As volunteers at arcenciel, we require the following of ourselves and our fellow partners:

- We do not engage in or condone behaviour that is designed to deceive others, including but not limited to, making misleading or false statements, stating half-truths, providing information out of context or withholding information that, if known, would render our statements as misleading or incomplete.
- We do not engage in dishonest behaviour with the intention of personal gain or at the expense of another.
- We are engaged in conducting our activities in a transparent way, based on our stakeholders' requests. Transparency aims the lack of hidden agendas and conditions, accompanied by the availability of full information required for collaboration, cooperation, and collective decision-making.

## 8. Process followed to create this Code

The first step by the Quality team in the development of this Code was to understand the ethical issues facing arcenciel and to relate them to our values. This was accomplished by a variety of mechanisms including focus group discussions involving our volunteers, and some stakeholders. Additionally, the team analyzed the ethics codes of PMI (Project Management Institute) and diverse non-profit associations from various regions of the world, and researched best practices in the development of ethics standards.

The standards, used in this document, were deemed to represent the best practices for obtaining and adjudicating stakeholder feedback to the exposure draft.

Through this document, arcenciel takes its commitment to ethics very seriously and we hold ourselves and our peers accountable to conduct in accordance with the provisions of this Code.

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## 9. Appendix

**Abusive Manner.** Conduct that results in physical harm or creates intense feelings of fear, humiliation, manipulation, or exploitation in another person.

**arcenciel.** The totality of the association, including its committees, groups, and chartered components such as chapters, colleges, and specific interest groups.

**arcenciel-Sponsored Activities.** Activities that include a participation of an arcenciel member whether it is in a leadership role in the component or another type of component educational activity or event.

**Conflict of Interest.** A situation that arises when a practitioner of project management is faced with making a decision or doing some act that will benefit the practitioner or another person or organization to which the practitioner owes a duty of loyalty and at the same time will harm another person or organization to which the practitioner owes a similar duty of loyalty. The only way volunteers can resolve conflicting duties is to disclose the conflict to those affected and allow them to make the decision about how the practitioner should proceed.

**Duty of Loyalty.** A person's responsibility, legal or moral, to promote the best interest of an organization or other person with whom they are affiliated.

**Partner.** A person engaged in an activity that contributes to the management of a project, portfolio, or program, as part of the project management profession.

**Sexual abuse.** The actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

**Sexual exploitation.** Any actual or attempted abuse of a position of vulnerability, differential power or trust for sexual purposes, including, but not limited to profiting monetarily, socially or politically from the sexual exploitation of another.

**Sexual harassment.** An unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature between colleagues.

**Volunteer.** Any person acting on behalf of arcenciel.

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Reference to arcenciel’s call:

The undersigned \_\_\_\_\_, representing:

himself or herself <i>(only for natural persons)</i>  ID or passport number:  ('the bidder')	<i>(only for legal persons)</i> the following legal person:  Full official name:  Statutory registration number:  Full official address:
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Declares the following:

1. We hereby certify that neither we nor any other member of our joint venture or any of our suppliers, contractors, subcontractors, consultants, or sub-consultants is in any of the following situations:
  - 1.1 Being bankrupt, subject to insolvency or winding-up procedures or ceasing our activities, being in an arrangement with creditors, having our activities administered by the courts, having entered into receivership, reorganization or being in any analogous situation arising from any similar procedure;
  - 1.2 Having been convicted, within the past five years by a final judgment or a final administrative sanction by authorities of the country where we are constituted or in the country where the Contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract. (In the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of this Contract);
  - 1.3 Being listed for financial sanctions by the United Nations, the European Union, and/or Lebanon for the purposes of fight-against-terrorist financing or threat to international peace and security or money-laundering.
  - 1.4 Having been convicted, within the past five years by a final judgment or a final administrative sanction by authorities of the country where we are constituted or in the country where the Contract is implemented, of sexual exploitation or abuse or any offense concerning trafficking in human beings.

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- 1.5 Having been subject within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during contract performance.
- 1.6 Not having fulfilled our fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where we are constituted or Lebanon.
- 1.7 Having created false documents or committed misrepresentation in documentation requested by arcenciel as part of the procurement process of this Contract.
2. We hereby certify that neither we nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants, or sub-consultants are in any of the following situations of conflict of interest:
  - 2.1 Being an affiliate controlled by arcenciel or a shareholder controlling arcenciel, unless the stemming conflict of interest has been brought to the attention of the donor and resolved to his satisfaction;
  - 2.2 Having a business or family relationship with an arcenciel's staff involved in the procurement process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of the donor and resolved to his satisfaction;
  - 2.3 Being controlled by or controlling another bidder or consultant, or being under common control with another bidder or consultant, or receiving from or granting subsidies directly or indirectly to another bidder or consultant, having the same legal representative as another bidder or consultant, maintaining direct or indirect contacts with another bidder or consultant which allows us to have or give access to the information contained in the respective applications, bids or proposals, influencing them or influencing decisions of arcenciel;
  - 2.4 Being engaged in a consulting services activity, which, by its nature, may be in conflict with the assignments that we would carry out for arcenciel;
  - 2.5 In the case of procurement of goods or works or services:
    - a) Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations, and other documentation to be used in the procurement process of this Contract;
    - b) Having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract.

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3. If we are a state-owned entity, and to compete in a procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
4. We undertake to bring to the attention of arcenciel, that will transmit to the donor, any change in the situation with regard to points 2 to 4 here above.
5. In the context of the procurement process and performance of the corresponding contract:
  - 5.1 We have not and will not violate intellectual property rights.
  - 5.2 We have not and will not violate Lebanese regulations regarding child labor.
  - 5.3 We have not and will not engage in any sexual activity or any sexual relation with any person under the age of 18 years old. We will report any suspicion or concern about violating the humanitarian rules related to sexual behavior and we will fully engage in the investigation process in case of any allegation regarding the violation of arcenciel’s PSEA (Protection against Sexual Exploitation and Abuse) Policy.
  - 5.4 We have not and we will not engage in any dishonest conduct (act or omission) deliberately indented to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements, and/or to violate their internal rules in order to obtain illegitimate profit;
  - 5.5 We have not and will not engage in the manufacture of arms and the sale of arms to governments that violate the human rights of their citizens; or where there is internal armed conflict or significant tensions; or where arms sales may endanger regional peace and security.
  - 5.6 We have not and will not take part or endorse any terrorist or money laundering operation;
  - 5.7 We have not and will not offer or give, directly or indirectly to any person who has a legislative, executive, administrative or legal mandate within arcenciel, any undue advantage or gift of any kind whatsoever, to this person or to any other person, to act or refrain from acting in an official capacity or performing or refrain performing any act in violation of his legal, contractual or professional obligations.
  - 5.8 Neither we nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or sub consultants shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union;
  - 5.9 We commit ourselves to comply with and ensure that all of our suppliers,

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contractors, subcontractors, consultants, or sub-consultants comply with international environmental and labor standards, consistent with laws and regulations applicable in the country of implementation of the Contract, including the fundamental conventions of the International Labor Organization (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the environmental and social commitment plan (ESCP) provided by arcenciel.

6. We, as well as members of our joint venture and our suppliers, contractors, subcontractors, consultants or sub-consultants, authorize (*the donor*) to inspect accounts, records, and other documents relating to the procurement process and performance of the contract and to have them audited by auditors appointed by (*the donor*)

Name:

Title:

Duly empowered to sign in the name and on behalf of<sup>1</sup>:

Signature:

Dated:

---

1 In the case of a joint venture, insert the name of the joint venture. The person who will sign the application, bid or proposal on behalf of the applicant, bidder or consultant shall attach a power of attorney from the applicant, bidder or consultant.

## Commitment letter

Ref #: LOG-SOP002-A007 Rev.0, Rev Date 28/02/2022

Date:

Reference number: **Long Term Agreement (LTA) for the Supply of Food Raw ingredients (TND-LOG-2022-1995-MJA-G)**

To: arcenciel  
Sin el Fil, Jisr el Bacha,  
John Kennedy Street, arcenciel Building

Dear Sir/ Madam,

We confirm that we are committed to every single detail mentioned in the received documents, BOQ/TOR and technical specifications within this tender.

Our company meets all the requirements indicated in annex 01 "Instructions to tenderer" and we will be tendering for **Long Term Agreement (LTA) for the Supply of Food Raw ingredients** and sending all the documents required by **28 NOV 2022**

I understand you are not bound to accept any Proposal you receive.  
Below are our company details for your reference

<b>Company Name</b>	
<b>Address</b>	
<b>Contact person (for this tender)</b>	
<b>Telephone</b>	
<b>e-mail</b>	

Yours sincerely,

Name:

Title:

Signature & Stamp:

 arcenciel.org <small>participer au développement</small>	<b>LOGISTIC</b>  <b>Financial identification form</b>	<b>Document #</b>	Ref # : LOG – SOP002 - A006	
		<b>Revision #</b>	00	
		<b>Revision Date</b>	28/02/2022	Page 1 of 1

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.

### BANKING DETAILS ①

<b>ACCOUNT NAME ②</b>	<input type="text"/>		
<b>IBAN/ACCOUNT NUMBER</b>	<input type="text"/>		
<b>CURRENCY</b>	<input type="text"/>		
<b>BIC/SWIFT CODE</b>	<input type="text"/>		
<b>BANK NAME</b>	<input type="text"/>		
<b><u>ADDRESS OF BANK BRANCH</u></b>			
<b>STREET</b>	<input type="text"/>	<b>PHONE NUMBER</b>	<input type="text"/>
<b>CITY</b>	<input type="text"/>	<b>POSTCODE</b>	<input type="text"/>
<b>COUNTRY</b>	<input type="text"/>		

### ACCOUNT HOLDER'S DATA (As declared to the bank)

<b>HOLDER'S NAME</b>	<input type="text"/>		
<b>CITY</b>	<input type="text"/>	<b>ADDRESS</b>	<input type="text"/>
<b>PHONE NUMBER</b>	<input type="text"/>	<b>COUNTRY</b>	<input type="text"/>
<b>EMAIL</b>	<input type="text"/>		

### REMARKS

--

<b>DATE (Obligatory)</b>	<b>SIGNATURE OF ACCOUNT HOLDER (Obligatory)</b>

① Enter the final bank data and not the data of the intermediary bank.

② This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen to give a different name to its bank account.

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## 1- Definitions

In this contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Contracting Authority and a successful Tenderer who would thereafter be referred to as the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and annexes thereto and all documents incorporated by reference therein;
- (b) "The donor" means a person, organization, or government agency that grants funds to undertake activities that fall under its mission.
- (c) "The Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (d) "The Goods" means all of the equipment, machinery, tools, and/or other materials which the Supplier is required to supply to the Contracting Authority under the Contract;
- (e) "The Contracting Authority" means arcenciel;
- (f) "The Supplier" means the individual or company, that enters into a contract with the Contracting Authority to supply goods.
- (g) "Date of Delivery" means the date by which the deliverables must be delivered to the Contracting Authority
- (h) "Specification" means the specification for the deliverables to be supplied by the supplier to the Contracting Authority (including the quantity, description, and quality)
- (i) "Sample" means a representative part or a single item from a larger whole or group, especially when presented for inspection or shown as evidence of quality

## 2- Interpretation

In the Contract, except where the context requires otherwise:

- 2.1 words indicating one gender include all genders;
- 2.2 words indicating the singular also include the plural and words indicating the plural also include the singular;
- 2.3 provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing;
- 2.4 "written" or "in writing" means hand-written, type-written, printed, or electronically made, resulting in a permanent record; and

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### 3- The Goods

The Supplier shall ensure that the Goods shall:

- 3.1 The Goods supplied under this Contract shall be new, of satisfactory quality and free from defects in design material and workmanship; conform to the standards mentioned in the Technical Specifications, or when no applicable standard is mentioned to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.
- 3.2 The Contracting Authority reserves the right at any time before or after delivery to inspect and test the Goods and to inspect the premises where the Goods are being manufactured or stored. The Contracting Authority's inspector may adopt any reasonable means to satisfy himself or herself that the correct materials, workmanship, and/or care and skill are or have been used.
- 3.3 If following such inspection or testing, the Contracting Authority considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at Condition 2.1, the Contracting Authority shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 3.4 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and the Contracting Authority shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

### 4- Delivery

- 4.1 The Supplier shall ensure that:
  - a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition; and
  - b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by installments, the outstanding balance of Goods remaining to be delivered; and

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- c) it is available at the request of the Contracting Authority outside normal business hours, in order to address the requirements of any emergency in a timely fashion.

4.2 The Supplier shall deliver the Goods:

- a) As specified in the order, and if the Supplier fails to comply with this time, the Contracting Authority, without prejudice to its other rights under the Contract, shall be under no obligation to make payment in respect of any Goods which are not accepted.
- b) To the delivery address as set out in the order on the date or within the period stated in the Order, and the delivery will be as agreed by both Contracting Authority and Supplier at the quotation time.
- c) During the Contracting Authority's normal business hours, or as instructed by the Contracting Authority.
- d) The Goods shall remain at the Supplier's risk (including, without limitation, the risk of deterioration in transit) until the property in them has passed.
- e) The Supplier shall keep the Goods insured until risk passes to the Contracting Authority and shall retain the insurance and any proceeds thereof together with all its rights against any carrier of the Goods until the Supplier has fulfilled all its obligations under the Contract to the Contracting Authority's satisfaction.
- f) The Contracting Authority shall not be deemed to have accepted any Goods until the Contracting Authority has had reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.
- g) The signature of a delivery note shall not constitute or imply acceptance by the Contracting Authority. "For the avoidance of doubt, payment will not be considered as being an acceptance of the Goods or acknowledgment of receipt by the Contracting Authority who has the right to reject the Goods and request reimbursement in case of non-compliance with the requirements of the present Contract".
- h) The Contracting Authority shall not be obliged to return to the Supplier any packaging or packing materials for the Goods when they are rejected.
- i) The Contracting Authority shall be entitled to reject any Goods delivered which do not conform with the Contract within a reasonable time of delivery. If any Goods are so rejected, at the Contracting Authority's option, the Supplier shall forthwith re-supply substitute Goods which conform with the Contract.

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Alternatively, the Contracting Authority may cancel the Contract and claim costs and direct damages from the Supplier.

- j) If the Contracting Authority rejects any Goods, the property and risk shall immediately revert to the Supplier. Rejected Goods shall be returned to the Supplier at its expense and the Supplier shall reimburse the Contracting Authority for the storage costs and any other expenses incurred by the Contracting Authority in respect of them.

**5- Payment and Price**

- 5.1 The price of the Goods shall include packing, labeling, carriage, insurance, delivery, license fees (if applicable), and all other charges, taxes, duties, and impositions and is not subject to alteration for any reason whatsoever.
- 5.2 The Contracting Authority holds the right to withhold payment or is reimbursed by Supplier in respect of Goods supplied which are defective, rejected, or otherwise not in accordance with the requirements of the Contract at the delivery date provided that the Contracting Authority will notify the Supplier in writing of any defective or non-compliant Goods as soon as reasonably practicable after the Goods have been delivered.

**6- Insurance and Warranty**

- 6.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery.
- 6.2 During the term of the Contract, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance, and public liability insurance to cover such heads of liability that may arise under or in connection with the Contract, and shall, on the Contracting Authority's request, provide both the insurance certificate giving details of coverage.
- 6.3 The Supplier warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship. This warranty shall remain valid for twelve (12) months after the Goods have been delivered to and accepted at the final destination indicated in the Contract.
- 6.4 The Contracting Authority shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 6.5 Upon receipt of such notice, the Supplier shall, within the time period specified in the notice, repair or replace the defective Goods or parts thereof, without cost to the contracting Authority.

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**7- Retention of Sample**

- 7.1 For the purposes of tests and inspections, the supplier shall provide to the Contracting Authority, temporarily and free of charge, assistance, test samples or parts, equipment, tools, materials, drawings, and production data as is normally required for inspection and testing;
- 7.2 Such samples remain the property of the Contracting Authority until the completion or delivery of the Goods.

**8. Change Orders**

The Contracting Authority may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:

- (a) The method of shipment or packing;
- (b) The place of delivery;
- (c) Schedule of Performance

If any such change causes an increase or decrease in the cost of or the time required, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Contracting Authority's change order.

**9. Termination for Default**

- 9.1 The Contracting Authority may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or in part:  
If the Supplier fails to deliver any or all of the Goods within the time period(s) specified in the sections (3) & (4) of the contract  
If the Supplier fails to perform any other obligation(s) under the Contract.
- 9.2 The Contracting Authority may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier,
- 9.3 If the Supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Contracting Authority.
- 9.4 Supplier may suspend the provision of the Goods under the Contract if arcenciel fails to pay any amount due under this Contract on the due date for payment.
- 9.5 Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the

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due date for payment.

## 10. Force Majeure

For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Contracting Authority either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly notify the Contracting Authority in writing of such condition and the cause thereof. Unless otherwise directed by the Contracting Authority in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

If any events or circumstances prevent the Supplier from carrying out its obligations under the Contract for a continuous period of more than **14 days**, the Customer may terminate the Contract immediately by giving written notice to the Supplier.

## 11. Confidentiality

- 11.1 In executing this contract, both parties agree to treat it as confidential and not disclose, use or reproduce any and all information received or obtained as a result of entering into this contract of the proposal including without limitation any blueprints, drawings, ideas know-how and concepts shared with the company. Parties shall not make any announcement or disclosure to any third person the existence of this contract, its terms, and provisions, or any of the documents contemplated hereunder or referred to herein, without prior written consent.
- 11.2 Moreover, parties shall keep confidential and may not disclose any information that may reasonably be deemed as a confidential matter to each other (including but not limited to confidential information relating to the business and affairs of each other, other information, operating procedures, and instructions, client's identities, and other trade secrets and know-how).
- 11.3 Non-disclosure of Information- Intellectual Property
  - a) The supplier shall keep confidential all aec data and information which comes to its parties' knowledge under or as a result of these General Conditions and shall not disclose this information to any third party, or use it, other than as necessary for the performance of the services specified under the articles of these General Conditions except with the prior written consent of arcenciel or by the requirement of law. This provision shall not apply to information already in the public domain, in the possession of arcenciel prior to these General

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Conditions, or obtained from a third party who is free to disclose the information.

- b) Further, the supplier acknowledges that aec retains full and sole ownership of all intellectual property, including but not limited to technical information, know-how, copyrights, models, drawings, specifications, prototypes, inventions, and software developed by arcenciel in the performance of the project subject of this contract

11.4

Intellectual-property

- a) arcenciel shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks with regard to products and documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this agreement.
- b) at arcenciel’s request, the contractor shall take all the necessary steps, execute all pertinent documents and generally assist in securing such proprietary rights and transferring them to aec in compliance with the requirements of the applicable laws.

**12. Good Faith**

Both parties should use their best good faith efforts in executing their mutual obligations arising from this contract, and more specifically take all actions and do all things necessary, proper, or advisable in achieving the business purpose of this contract.

**13. intuitu personae**

This is an intuitu personae letter, and both parties tailor its content in consideration of the person of arcenciel and supplier, their specificities, and qualities. the identity of both parties is the essence of this letter.

**14. Whole agreement and amendment**

This contract contains the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, inducements, or conditions, express or implied, written or oral, between the parties with respect to the subject matter thereof. furthermore, the express terms of this contract control and supersede any course of performance, course of business, custom, or usage of the trade inconsistent with any of the terms of this contract. this contract may only be amended, altered, revised, or otherwise modified by a duly dated writing signed by the parties.

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**15. Effectiveness**

By signing this contract here below from both parties, those two parties acknowledge that they are in agreement with all its content, terms, annexes, and conditions and further declare their intention to be bound thereby. The agreement contained in this contract shall become effective and enforceable between us as of the date mentioned herein.

**16. Notices**

- a) All formal notices to be given to either party by the other under the terms of the present contract must be served in writing by registered mail with acknowledgment of receipt. The correct addresses of each of the parties are as set out above or such other address as the party to be served shall have previously notified in writing.
- b) Any such written notice addressed in the manner described shall be deemed to have been received by the other party upon the date received by the other party as evidenced by the recipient’s acknowledgment of receipt or on the date receipt is acknowledged in any other manner.
- c) All approvals, consents, instructions, etc., to be given under this agreement shall be in writing and shall be sent by personal delivery, facsimile or e-mail to the address for notice of the relevant party as set out below: *Mr. Chady El Khawli, arcenciel, Jisr El Bacha, John Kennedy Street, chady.alkhawly@arcenciel.org*

**17. Severability**

If any provision of these General Conditions is held by any competent court or tribunal to be illegal, invalid, or unenforceable in whole or in part, the validity of the other provisions of these General Conditions and the remainder of the provision in question shall not in any way be affected or impaired thereby.

**18. Entire Agreement**

These General Conditions supersedes all prior representations, arrangements, and understandings between the parties, and except as expressly provided herein, is intended by the parties to be the complete and exclusive statement of the terms and conditions of this document. It is agreed that no change or amendment to these General Conditions be made except in writing and with due signature by the authorized signatories of the parties.

**19. Coordination Meetings**

The parties shall at such intervals as deemed appropriate convene meetings to review the progress of activities being carried out under these General Conditions and to plan future activities.

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**20. Use of Name and Emblem**

Neither party shall use the name, emblem, or trademarks of the other party, its subsidiaries, and/or affiliates, or any abbreviation thereof, in connection with its business or otherwise without the express prior written approval of the other party in each case. In no event will authorization of supplier and arcenciel names or emblems, or any abbreviation thereof, be granted for commercial purposes, or for use in any manner that suggests an endorsement by the supplier and of arcenciel’s products or services the later over said comply as well on the engineer.

**21. Privileges and Immunities**

Nothing in or relating to these General Conditions shall be deemed a waiver, express, or implied, of any of the privileges and immunities of supplier or arcenciel, including its subsidiary organs.

**22. Health Environment and Safety Rules**

The parties will abide by all health, environment and safety rules as per agreement requirements

**23. The Corporate Authority**

The persons executing these General Conditions on behalf of each party, (nominated above) warrant that:

- a) such party is duly organized and existing,
- b) they are duly authorized to execute and deliver this General Terms and Conditions on behalf of said party,
- c) by so executing this General Terms and Conditions, such party is formally bound to the provisions of this General Terms and Conditions, and
- d) entering into this General Terms and Conditions does not violate any provision of any other agreement to which said the party is bound.

**24. Waiver**

- 23.1 Any waiver of any term or condition of these General Conditions must be in writing and signed by the affected party.
- 23.2 Waivers shall only be effective in the specific instance and for the purpose given.
- 23.3 Failure or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.

**25. Applicable Law**

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The Contract shall be interpreted in accordance with the laws of Lebanon.

**Affirmative Statement**

We hereby confirm that we have received, read, and understood arcenciel (Contracting Authority) General Conditions.

We declare that we shall carry out our duties to comply with the abovementioned provisions and work for the implementation thereof. This, to the highest professional standards and in the best interests of arcenciel. We acknowledge that this commitment is not linked to the possibility of future contract awards.

We are fully aware that any failure to sign and comply with these General Conditions could lead to exclusion from the tender/procurement procedure and to the rejection of the bid/tender.

We are also fully aware that unwillingness to cooperate with arcenciel or breach of these General Conditions will lead to termination of awarded contracts.

**IN WITNESS WHEREOF** the duly authorized representatives of the **Parties** have executed in duplicate this **General Conditions** the day and date first above written. Each Party will have an original copy of these General conditions for their record and files

**For the Supplier**

---

**For the Contracting Authority**

---

**Name:**

**Name:**

**Title:**

**Title:**

**Date:**

**Date:**

**Signature:**

**Signature:**

# Goods Long Term Agreement

Ref #: LOG-SOP002-A017 Rev.0, Rev Date 28/02/2022

**Agreement TITLE: Long Term Agreement (LTA) for the Supply of Food Raw ingredients**  
Reference No.: TND-LOG-2022-1995-MJA-G

arcenciel, Jisr El Bacha, John Kennedy Street

("The Contracting Authority"),

and

xxx

("The Supplier")

have agreed as stipulated in the attached document:

---

---

**For the Supplier**

**Name:**

**Title:**

**Date:**

**Signature:**

---

---

**For the Contracting Authority**

**Name: Robin Richa**

**Title: General Manager**

**Date:**

**Signature:**

This agreement shall be executed in three (3) originals, each of such counterparts shall for all purposes be deemed an original, and all such counterparts shall together constitute one and the same instrument.

It shall be signed and stamped by the Supplier and returned to arcenciel in Lebanon, latest within 3 working days from date of receipt.

## 1. Introduction

- 1.1 This agreement is to provide arcenciel with Food Raw ingredients in accordance with the terms and conditions of this agreement and its annexes.

## 2. Goods Supplied

- 2.1 The Supplier agrees to supply to arcenciel the Goods in strict accordance with the specifications, and at the price stated for each item outlined in the Technical Specifications (BoQ)

## 3. Delivery

- 3.1 Product ordered shall be delivered on the date stipulated or within the agreed time period given by the contracting authority
- 3.1.1 All high-risk foods including but not limited to vegetables, Meat, Poultry, Fish and Dairy within 24 hours of placing the purchase order.
- 3.1.2 All low-risk foods such as canned food, grains, etc.... within 48 hours of placing the purchase order.
- 3.2 **The Goods shall be delivered to: arcenciel, (Taanayel/Galaxy). Cost of delivery is deemed included in the Price specified in the BoQ annexed to this Agreement.**
- 3.3 In the event of a breach of this clause, arcenciel reserves the right to terminate this Agreement without liability by giving an immediate notice and to charge the Supplier with any loss incurred as a result of the Supplier's failure to make the delivery within the time specified.

## 4. Inspection and Testing

- 4.1 arcenciel shall not be deemed to have accepted any Goods before inspecting them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.
- 4.2 The signature of a delivery note shall not constitute or imply acceptance by arcenciel. "For the avoidance of doubt, payment will not be considered as being an acceptance of the Goods or acknowledgment of receipt by arcenciel who has the right to reject the Goods and request reimbursement in case of non-compliance with the requirements of the present Agreement".
- 4.3 arcenciel shall be entitled to reject any Goods delivered which do not conform with the Agreement within a reasonable time of delivery. If any Goods are so rejected, at arcenciel's option, the Supplier shall forthwith re-supply substitute Goods which conform with the Agreement. Alternatively, arcenciel may cancel the Agreement and claim costs and direct damages from the Supplier.

## 5. Payment

- 5.1 The Supplier shall invoice arcenciel on delivery of the Goods in accordance with this Agreement and payment shall become due **seven (7) working days** after acceptance by arcenciel of the Goods.
- 5.2 Payments will be made in USD by bank letter or bank transfer to the following account:
- |                  |                                  |
|------------------|----------------------------------|
| Account Number:  | Click or tap here to enter text. |
| Name of Bank:    | Click or tap here to enter text. |
| Address of Bank: | Click or tap here to enter text. |
| Account name:    | Click or tap here to enter text. |
| Swift Code:      | Click or tap here to enter text. |
- 5.3 arcenciel does not undertake to pay by letters of credit nevertheless, payment can be in advance only against an advance guarantee.

## 6. Warranties

- 6.1 The Supplier warrants that all Goods supplied under this Agreement shall have no defect, arising from design, materials, or workmanship This warranty shall remain valid for **90 days** after the Goods have been delivered to and accepted at the final destination indicated in the Agreement.
- 6.2 The Supplier warrants that all Goods supplied under this Agreement are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in this Agreement. All Goods/Services delivered under this Agreement will conform to the specifications, drawings, samples, or other descriptions furnished or specified by arcenciel.
- 6.3 arcenciel shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 6.4 Upon receipt of such notice, the Supplier shall, within the time period specified in the notice, repair or replace the defective Goods or parts thereof, without cost to arcenciel.
- 6.5 arcenciel continued use of such Goods after notifying the Supplier of their defect or failure to conform or breach of the warranty will not be considered a waiver of the Supplier's warranty.

## 7. Order of precedence of agreement documents

The following documents shall constitute the Agreement between the Contracting Authority and the Supplier, and each shall be read and construed as an integral part of the Agreement:

- Instructions and conditions for tender (Annex 01)
- Bill of Quantities (BoQ) (Annex 02)
- Code of Conduct (Annex 03)
- Statement of Integrity (Annex 04)
- Commitment letter (Annex 05)
- Financial Identification form (Annex 06)
- General Terms and Conditions for Goods Contracts (Annex 07)
- Food Specifications table (Annex 10)

## 8. Language

The language of this Agreement and of all written communications between the Supplier and the Contracting Authority shall be English.

## 9. Commencement Date and Period of Implementation

The Agreement shall commence on [dd month yyyy] and enter into force and effect after signature by both parties of this Agreement. The Agreement shall remain into force and effect until the end of the liability period as defined in the General Terms and Conditions of Goods Contracts. The period of implementation is expected to be **One year, and prices can be re-evaluated every 3 months, subject to written approval from both parties.**

## 10. Termination of the agreement

- 10.1 arcenciel may, without prejudice to any other remedy for breach of agreement, by written notice of default sent to the Supplier, terminate the Agreement in whole or in part:
- a. If the Supplier fails to deliver any or all of the Goods within the time period(s) specified in section (2) & (3) of the agreement.
  - b. If the Supplier fails to perform any other obligation(s) under the Agreement.
- 10.2 arcenciel may at any time terminate the Agreement by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to arcenciel.
- 10.3 Supplier may suspend the provision of the Goods under the Agreement if arcenciel fails to pay any amount due under this Agreement on the due date for payment.
- 10.4 Supplier may terminate the Agreement with immediate effect by giving written notice to the Contracting Authority if the latter fails to pay any amount due under the Agreement on the due date for payment.

## 11. Agreement conditions

- 11.1 Severability clause  
If any provision or provisions of this agreement shall be held to be invalid, illegal, unenforceable, or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 11.2 Governing law and jurisdiction  
All disputes will be resolved between the partners whenever possible, and both supplier and arcenciel agree that this is the primary course of action if a dispute arises, as the partners are bound to sit together and amicably find a possible solution to the issue(s).  
Any dispute, controversy or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties. In the event that such negotiation is unsuccessful, either Party may submit the dispute to

arbitration. The arbitration will be carried out in accordance with Lebanese Law. The arbitral award will be final and binding.

## 12. Force Majeure

For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Contracting Authority in writing, the Supplier shall continue to perform its obligations under the Agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

If any events or circumstances prevent the Supplier from carrying out its obligations under the Agreement for a continuous period of more than 14 days, arcenciel may terminate the Agreement immediately by giving written notice to the Supplier.

## 13. Agreement Amendments

Amendments to the present agreement must be made in writing in the form of a document signed by duly authorized representatives of both parties. There are no non-written side agreements to this agreement.

## 14. Notices

All notices and other communications required or permitted between the Parties by this Agreement shall be in writing and either sent by E-mail, courier or facsimile to the address or number of the Parties as set forth below. No communication shall be effective until received and such shall be deemed to have been received:

- By courier when so delivered as evidenced by acknowledged receipt; or
- By email upon sending, subject to confirmation of uninterrupted transmission on transmission report.

**If to the supplier\Supplier:**

[Name of the company]

[Address]

[Mobile]

[E-mail]

**If to the Contracting Authority:**

[Contact Person]

[Address]

[Mobile]

[E-mail]

Either party may change its nominated address to another address by giving at least fifteen (15) days' prior written notice to the other party, such notification to be delivered in accordance with one of the methods set out in article 10.