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| <br>arcenciel.org<br>participer au développement | arcenciel<br><br><b>CODE OF CONDUCT</b> | <b>Ref #</b>         | AEC-CoC    |
|   |   | <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        |                    |                      |
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| HR                 | Manager         | Rana Asmar        |                      |                    | 25 March 2021        |
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| 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 safety of others, and natural or environmental resources.

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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 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



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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 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

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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 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

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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.
- 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.

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### 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.

### 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.

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- 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.

## 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.

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**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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| <br>arcenciel.org<br>participer au développement | <b>LOGISTIC</b><br><br><b>Statement of Integrity</b> | Document #    | Ref# : LOG – SOP002- A005 |             |
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Reference to arcenciel’s call:

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

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

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:

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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.

## Services Contract

Ref #: LOG-SOP002-A0 Rev.01, Rev Date 30/11/2022

### CONTRACT TITLE: Agro Food Specialist

Reference No.: TND-LOG-2023-2106-LY-S

arcenciel, Lebanese Association, acquiring the notice number 162 / AD dated November 21, 1985, being of public utility by virtue of the decree number 754l;

Represented in this contract and for the purposes thereof by the general manager Mr. Robin RICHA;

And electing a place of domicile in Sin El Fil, John Kennedy Street, Arc-en-ciel Association's head office

("The Contracting Authority"),

and

(The Consultant's official name)

("The Consultant")

### 1. Introduction

- 1.1 This service contract Contract is effective as of [specify date] and is by and between arcenciel, Jisr El Bacha, John Kennedy Street (hereinafter referred to as "The Contracting Authority") and [Consultant Name and Address] (hereinafter referred to as "The Consultant")

### 2. Services

- 2.1 The Consultant agrees to provide arcenciel [Describe the services] in strict accordance with the Terms of Reference.
- 2.2 Control of Services: The Consultant shall determine the time, place, method, details, and means of performing the Services. arcenciel agrees to furnish any facilities, personnel, and equipment necessary to facilitate providing the Services.

### 3. Consultant Personnel

- 3.1 Consultant Staff. The Consultant will provide adequate staff to render the Services as specified in the TOR. In the event that any consultant staff is found to be unacceptable to arcenciel, arcenciel shall notify the consultant of such fact and the consultant shall work with arcenciel to resolve the problem including removal of staff and providing a replacement acceptable to arcenciel.

3.2 Independent Contractor/Consultant. [Consultant's name] is an independent contractor. arcenciel shall not be responsible to [Consultant's name]'s employees or any governing body for any payroll-related taxes related to the performance of the Services.

## 4 Terms of Contract

4.1 This contract shall be effective on the date of signing this Contract and will end on [Date of completion]

4.2 At the end of the term of the contract, it will / will not be automatically renewed for a new term.

## 5 Payment

5.1 The total amount to be paid to the consultant would be [specify the amount]. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant. The parties may change the services provided and any changes are signed by authorized agents for both parties.

5.2 The services are to be paid as follows:

- Amount at the signing of this contract: [amount number]
- Amount at the completion of the provision of the services: [amount number]
- Provide a thorough description of the payment terms

5.3 Payments will be made in [USD / Cheque / 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. |

## 6 Warranties

6.1 The Consultant warrants that each of its employees assigned to perform services under this Contract shall have the proper skill, training, and background to perform in a competent and professional manner. arcenciel acknowledges that the services include unknown and unforeseen problems and the consultant shall attempt to solve such problems.

6.2 The Consultant agrees that it will, at all times, faithfully and in a professional manner perform all of the duties that may be reasonably required by arcenciel pursuant to the terms of this Contract.

6.3 The Consultant agrees that arcenciel shall have no liability for consequential damages, lost profits, or any direct or indirect damages. Consultant acknowledges that the rates charged by arcenciel would be substantially higher but for these limitations.

- 6.4 arcenciel shall have the following duties and obligations under this Contract.
- arcenciel will cooperate fully and timely with the Consultant so as to enable the latter to perform its Services under this Contract.
  - arcenciel will immediately give written notice to Consultant of any change occurs that affects the Terms of this Contract.

## 4. Order of precedence of contract documents

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

- Instructions and conditions for tender (Annex 01)
- Terms of Reference (TOR) (Annex 02)
- Code of Conduct (Annex 03)
- Statement of Integrity (Annex 04)
- Commitment letter (Annex 05)
- Financial Identification form (Annex 06)

## 7 Confidentiality

7.1 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.

7.2 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).

## 8 Non-disclosure of Information- Intellectual Property

8.1 The consultant shall keep confidential all aec data and information which comes to its parties' knowledge under or as a result of this contract 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 this contract 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 this contract, or obtained from a third party who is free to disclose the information.

8.2 Further, the Consultant 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

## 9 Intellectual-property

9.1 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 Contract.

9.2 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

## 10 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.

## 11 Termination of The Contract

11.1 Termination should be for any reason that arcenciel sees or deems it's appropriate, e.g. failure of performance of services as agreed upon, or fails to submit satisfactory reports as specified in Annex 02, or in the event of a breach of any of the terms of this contract or in the event of violating any of the Lebanese laws and regulations in force.

11.2 The termination shall be preceded by **30** day, notice period

11.3 No benefits, damages, or indemnity payments compensations should be paid by the Contracting Authority to the consultant as a result of the termination and the work done subject matter of this contract.

11.4 In such case, **arcenciel** agrees to pay **the Consultant** for all charges and expenses incurred by **[the consultant name]** up to the effective date of termination.

## 12 Contract Conditions

### 12.1 Severability clause

If any provision or provisions of this contract 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.

### 12.2 Right of access [Keep it if this falls under a donor's project]

arcenciel and the financial donors of the project under which this procurement is implemented or any person authorized by these entities, reserve the right to access the records and financial documentation of all implementing partners and (sub)-contractors in order to verify reported costs and conformity with donor procedures and requirements.

### 12.3 Governing law and jurisdiction

All disputes will be resolved between the partners whenever possible, and both Consultant 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 Contract, 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.

### 12.4 Conflicts of Interest

The parties shall take all necessary precautions to avoid any conflicts of interest in all matters related to the CONTRACT. Conflict of interest refers to any situation where the impartial and objective exercise of the functions or anyone acting on behalf of the parties is, or maybe, compromised for reasons involving family, personal life, political or national affinity, economic interest, or any other connection or shared interest with another person. If a conflict of interest occurs, the parties shall, without delay, take all necessary measures to resolve the conflict or terminate the current Contract.

## 13 FORCE MAJEURE

- 13.1 For purposes of this clause, "Force Majeure" means an event beyond the control of the Consultant and not involving the Consultant'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.
- 13.2 If a Force Majeure situation arises, the Consultant shall promptly notify arcenciel in writing of such condition and the cause thereof. Unless otherwise directed by the Contracting Authority in writing, the Consultant 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.
- 13.3 Financial and economic problems and collapse in the country or abroad should be deemed or considered as a force majeure event especially with regards to arcenciel 's obligations towards Consultant.
- 13.4 arcenciel will be excused from, and not be held liable for any delay or failure in the performance of any of the provisions of this agreement not occasioned by arcenciel's fault or negligence and arising out of circumstances of force majeure such as act of God, wars. Embargoes and any other acts that may lead to the closure of its offices headquarters and centers.
- 13.5 If any events or circumstances prevent the Consultant from carrying out its obligations under the Contract for a continuous period of more than 14 days, arcenciel may terminate the Contract immediately by giving written notice to the Consultant.

## 14 Waiver

- 14.1 Any waiver of any term or condition of this contract must be in writing and signed by the affected party.
- 14.2 Waivers shall only be effective in the specific instance and for the purpose given.
- 14.3 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.



## 15 Language

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

## 16 Contract Amendments

Amendments to the present contract 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 Contracts to this contract.

## 17 Notices

Any written communication relating to this contract between the Contracting Authority and the Contractor must state the Contract title and Contract number and must be sent by email/post to the addresses identified in this Contract.

### If to **arcenciel**:

Address.: Lebanon, Mount Lebanon, Sin el Fil, Jisr el Bacha, John Kennedy Street, arcenciel building

Phone Number: 961.1.495561

Fax: 961.1.512107

Email: [email address]

### If to the **Consultant**:

Address.:

Phone Number:

Email:

## **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 this contract could lead to exclusion from the procurement procedure **and to the rejection of the bid/tender [ In case of Tender]**

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

IN WITNESS WHEREOF the duly authorized representatives of the **Parties** have executed in duplicate this **Contract** 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

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**Name:** Click or tap here to enter text.

**Title:** Click or tap here to enter text.

**Date:** Click or tap here to enter text.

**Signature:**

## For the Contracting Authority

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**Name:** Click or tap here to enter text.

**Title:** Click or tap here to enter text.

**Date:** Click or tap here to enter text.

**Signature:**

This Contract agreement shall be executed in two (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 Contractor and returned to arcenciel in Lebanon, latest within 3 working days from date of receipt.