



WATER and
ENERGY
for **FOOD**



Water Energy for Food: Grand Challenge for Development MENA Regional Innovation Hub: Request for Proposal (RFP)

Request for Proposal (RFP)

RFP Number: WE4F RFP-R04

Issuance Date: May 2nd, 2024

Deadline for Offers: June 10th, 2024

Description: Feasibility study and strategic design for a Sustainable Impact fund in the MENA region

For: WE4F MENA Hub

Funded By: United States Agency for International Development (USAID), Contract No. 7200AA20C00040

Implemented By: Berytech Foundation

Point of Contact: Pamela Saber, Investment Readiness and Facilitation Manager



Government of the Netherlands



Norad



Sweden
Sverige



USAID
FROM THE AMERICAN PEOPLE

******* ETHICAL AND BUSINESS CONDUCT REQUIREMENTS *******

Berytech Foundation is committed to integrity in procurement, and only selects suppliers based on objective business criteria such as price and technical merit. Berytech Foundation expects suppliers to comply with our Standards of Business Conduct.

Berytech Foundation does not tolerate fraud, collusion among offerors, falsified proposals/bids, bribery, or kickbacks. Any firm or individual violating these standards will be disqualified from this procurement, barred from future procurement opportunities, and may be reported to both USAID and the Office of the Inspector General.

Employees and agents of Berytech Foundation are strictly prohibited from asking for or accepting any money, fee, commission, credit, gift, gratuity, object of value or compensation from current or potential vendors or suppliers in exchange for or as a reward for business. Employees and agents engaging in this conduct are subject to termination and will be reported to USAID and the Office of the Inspector General. In addition, Berytech Foundation will inform USAID and the Office of the Inspector General of any supplier offers of money, fee, commission, credit, gift, gratuity, object of value, or compensation to obtain business.

Offerors responding to this RFP must include the following as part of the proposal submission:

- Disclose any close, familial, or financial relationships with Berytech Foundation or project staff. For example, if an offeror's cousin is employed by the project, the offeror must state this.
- Disclose any family or financial relationship with other offerors submitting proposals. For example, if the offeror's father owns a company that is submitting another proposal, the offeror must state this.
- Certify that the prices in the offer have been arrived at independently, without any consultation, communication, or agreement with any other offeror or competitor for the purpose of restricting competition.
- Certify that all information in the proposal and all supporting documentation are authentic and accurate.
- Certify understanding and agreement to Berytech Foundation' prohibitions against fraud, bribery and kickbacks.

Please contact Miss Pamela Saber, pamela.saber@beryttech.org with any questions or concerns regarding the above information or to report any potential violations.

Section 1: Instructions to Offerors

- 1. Introduction:** This objective of this RFP is to identify and select a service provider to prepare a feasibility study and strategic design for a Sustainable Impact fund in the MENA region as per the SOW in Section 3. This service will help Water and Energy for Food (WE4F) Regional Innovation Hub for the MENA region funded by USAID under contract number 7200AA20C00040 and implemented by Berytech Foundation.

Offerors are responsible for ensuring that their offers are received by Berytech Foundation in accordance with the instructions, terms, and conditions described in this RFP. Failure to adhere with instructions described in this RFP may lead to disqualification of an offer from consideration.

Offerors should take note that this RFP does not obligate Berytech Foundation to execute a subcontract, nor does it commit Berytech Foundation to pay for any costs incurred in the preparation and submission of any proposals for this solicitation. Furthermore, Berytech Foundation reserves the right to reject any and all offers, if such action is considered to be in the best interest of Berytech Foundation.

- 2. Offer Deadline and Protocol:** Offerors shall submit their proposals electronically in accordance with the instructions below:
 - **Technical and financial** offers must be received no later than **5:00 PM** local Beirut time on **June 10th, 2024**, by email to tina.elboustany@berytch.org while copying nicolas.farhat@berytch.org, pamela.saber@berytch.org, manal.kanaan@berytch.org, semaan.jeffane@berytch.org, and anthony.chedid@berytch.org.

Please reference the RFP number **WE4F**

RFP-R04 in any response to this RFP. Offers received after the specified time and date will be considered late and will be considered only at the discretion of Berytech Foundation.

- 3. Questions:** Questions regarding both technical and administrative requirements submitted no later than **12:00 PM** local Beirut time on **May 23rd, 2024**, by email to tina.elboustany@berytch.org while copying nicolas.farhat@berytch.org, pamela.saber@berytch.org, manal.kanaan@berytch.org, semaan.jeffane@berytch.org, and anthony.chedid@berytch.org. Questions must be submitted in writing; phone calls will not be accepted. Questions and requests for clarification—and the responses thereto—that Berytech Foundation believes may be of interest to other offerors will be circulated to all RFP recipients who have indicated an interest in bidding. Only the written answers issued by Berytech Foundation will be considered official and carry weight in the RFP process and subsequent evaluation. Any verbal information received from employees of Berytech Foundation, or any other entity should not be considered as an official response to any questions regarding this RFP.
- 4. Scope of Work:** Section 3 contains the scope of work of the required service.
- 5. Quotations:** Quotations in response to this RFP must be priced on a fixed-price, all-inclusive

basis, including delivery and all other costs. **Pricing must be presented in USD** and offers must remain valid for not less than thirty (30) calendar days after the offer deadline. Offerors are requested to provide quotations on their official quotation format or letterhead.

In addition, offerors responding to this RFP are requested to submit the following:

- Organizations responding to this RFP are requested to submit a copy of their official registration or business license.
- Individuals responding to this RFP are requested to submit a copy of their identification card along with MOF registration if applicable.

6. **Taxes and VAT:** The agreement under which this procurement is financed is not exempt from the payment of taxes, tariffs, duties, or other levies imposed by any laws in effect in the Cooperating Country. Therefore, offerors must include taxes, charges, tariffs, duties and levies in accordance with the laws of the Cooperating Country.

All invoices issued by your company should comply with the laws of your country of incorporation or registration.

7. **Eligibility:** By submitting an offer in response to this RFP, the offeror certifies that it and its principal officers are not debarred, suspended, or otherwise considered ineligible for an award by the U.S. Government. Berytech Foundation will not award a contract to any firm that is debarred, suspended, or considered to be ineligible by the U.S. Government.

8. **Evaluation Criteria:** The award will be made to a responsible offeror whose offer follows the RFP instructions, meets the eligibility requirements, and is determined via a trade-off analysis to be the best value based on application of the following evaluation criteria. The relative importance of each individual criterion is indicated by the number of points below:

1. *Cost: 20 Points*
2. *Technical: 80 Points*
 - *Offeror's qualification, expertise & past experience: 48 Points*
 - *Methodology (features of implementation or winning points that makes the proposed approach unique, success factors, key tasks and activities, risks and mitigation measures): 24 Points*
 - *Timeline & Days of Intervention: 8 Points*

TOTAL: 100 Points

Only offers achieving 70% or higher (70/100 total points) as an overall score will be considered. Berytech will organize and coordinate the interviews between Hub staff and the top offerors (at least the two who achieved the highest overall score) to identify the most suitable service provider.

Follow-up discussions may be conducted with several Consultant(s) to resolve any questions, finalize

the scope of work, and agree on final (not-to-exceed) costs as a means to recommend final selection to Berytech Foundation.

Please note that if there are significant deficiencies regarding responsiveness to the requirements of this RFP, an offer may be deemed “non-responsive” and thereby disqualified from consideration. Berytech Foundation reserves the right to waive immaterial deficiencies at its discretion.

Best-offer quotations are requested. It is anticipated that award will be made solely on the basis of these original quotations. However, Berytech Foundation reserves the right to conduct any of the following:

- Berytech Foundation may conduct negotiations with and/or request clarifications from any offeror prior to award.
- While preference will be given to offerors who can address the full technical requirements of this RFP, Berytech Foundation may issue a partial award or split the award among various suppliers, if in the best interest of the Lebanon WE4F Project.
- Berytech Foundation may cancel this RFP at any time.

Please note that in submitting a response to this RFP, the offeror understands that USAID is not a party to this solicitation and the offeror agrees that any protest hereunder must be presented— in writing with full explanations—to the Lebanon-WE4F Project for consideration, as USAID will not consider protests regarding procurements carried out by implementing partners. Berytech Foundation, at its sole discretion, will make a final decision on the protest for this procurement.

9. Terms and Conditions: This is a Request for Proposal only. Issuance of this RFP does not in any way obligate Berytech Foundation, the WE4F Project, or USAID to make an award or pay for costs incurred by potential offerors in the preparation and submission of an offer.

This solicitation is subject to Berytech Foundation’ standard terms and conditions. Any resultant award will be governed by these terms and conditions; a copy of the full terms and conditions is available upon request. A copy of the Fixed price Subcontract to be signed by the awardee is available in Annex 1.

Section 2: Offer Checklist

To assist offerors in preparation of proposals, the following checklist summarizes the documentation to include an offer in response to this RFP:

1. The Technical proposal

The service provider proposal should include the below:

- Understanding of the project
- Key success factors of the implementation
- Detailed list of tasks to be executed, included a description of each task, list of key activities, and key success factors of each task
- Timeline of implementation including duration of each task (1 page-more details in point 3)
- Risks and mitigation measures

- Comments on the RFP where the vendor can recommend changes if needed (scope of work, additional deliverables.)

2. Qualification, expertise & past experience

Please include:

- CVs for the consultants/experts who will work on the project with a clear indication of the roles and responsibilities of each and provide an organigram.
- Company Profile and/or Brochure introducing the company's activities, including information about the company such as its history, vision, mission, services, products, and achievements.
- List of clients having similar intervention.
 - a. Describe in few paragraphs your capabilities specifically relevant to this scope of work. Please provide evidence of your relevant past work. When documenting your evidence of past work, present each example in the following format:
 - b. The business need presented in the call order for which your past work is evidence
 - c. The challenge / issue your work addressed.)
 - d. Your activities / approach to address that challenge.
 - e. The outcome / result of your work.

3. Timeline & Days of intervention

(Duration **AND** Man-days that is Level of effort -LOE)

Describe how you will mobilize resources to be able to deliver the work in the engagement delivery time frame indicated in the Assumptions section (see below). In your response, please include information such as who from your team will be involved in the project, their specific role, and their availability and also provide a high-level description of the project phases that you see necessary to complete the assignment, their purpose, and duration in days or weeks. We understand that this may change, if selected.

4. Cost in USD

In your budget proposal, please itemize the deliverables noted in the call order. The budget should be broken down into the billing rate of each team member (daily rate) and their respective number of workdays indicated through their Level of Effort (LOE) per task/deliverable. It is recommended to use the following [Costing Sheet](#) to reflect both LOE and cost breakdown per person. Please include these tables in your proposal. Daily rates should be inclusive of all indirect fringes. Budget proposals should be at or below the budget ceiling provided in the RFP and inclusive of VAT, travel, and other fees indicated separately from personnel fees.

5. Legal documents

Company Registration papers for companies. Individual ID and Tax number if available for Individuals

6. SAM Unique Entity Identification Number and Sam.gov Registration

If the offeror (company/firm) proposed price for this proposal is US\$30,000 or more, the offeror will be required to furnish a SAM UEI number as per Attachment C. Information regarding obtaining a SAM UEI may be found at [System for Award Management \(sam.gov\)](#). If the proposed cost is less than \$30,000, then the SAM UEI number is not required. Please note a full SAM registration for the

Subcontractor/Vendor is not required, and only the SAM UEI number is required.

Section 3: Background and Context, Description of the Scope of Work

Background and Context

Berytech is a leading organization in the Entrepreneurial Eco-system in Lebanon, that aims to provide a conducive environment for the creation and development of startups, through incubation, business support, counseling, funding, networking, and company hosting, hence taking part in the economic revival of the country, participating in wealth and job creation, and retaining graduates and high-level skills in Lebanon.

Berytech offers development, incubation, acceleration, and export programs, complemented by tailored technical assistance and financial grants to meet the specific needs of emerging ventures.

A standout initiative within our portfolio is the Water and Energy for Food Program, which has been in operation for the past four years. This program is strategically focused on addressing critical issues such as food security, enhancing the sustainability of food value chains, optimizing energy and water efficiency, and fortifying climate resilience within the agricultural sector.

Water & Energy for Food (WE4F): A Grand Challenge for Development is a joint international initiative of the German Federal Ministry for Economic Cooperation and Development (BMZ), the Foreign Ministry of the Netherlands, Sweden through the Swedish International Development Cooperation Agency (Sida), European Union (EU), and the U.S. Agency for International Development (USAID) (herein after referred to as the “Donors”). Within this initiative the MENA Regional Innovation Hub (MENA RIH) supports innovators that work in the region and produce more food while using less water and energy, to impact food security, gender and poverty reduction in an environmentally sustainable way. Together with investors and partners, the MENA RIH works to scale mid-to-later stage enterprises that have an environmental and social impact in the water-energy-food nexus. The RIH MENA is implemented by a consortium (herein after referred to as the “Consortium” by Berytech (the leading organization and the contracting entity for this RFP), Chemonics Egypt Consultants, CEWAS, and the International Water Management Institute (IWMI).

The MENA RIH aims to support 50 innovators with a proven solution tackling water and/or energy issues in urban or rural food production. The MENA RIH for WE4F is designed to support innovators in the region in growing their business by tackling the most common internal and external challenges. By tackling matters related to business growth, technical aspects, environmental and social impact, and access to finance supported innovators will receive tailored and intense assistance to help them rapidly grow. The support includes technical assistance in numerous topics including

- developing strategic growth plan
- redesigning business model for growth and impact
- overcoming cashflow problems
- strengthening financial management foundations
- optimizing production processes and organizational structure
- improving ESG standing
- improving inclusion of BoP and women in business operations
- receiving more than 20 other growth support services such as export readiness, technical, and impact aspects

The MENA RIH also assists innovators in raising investments, building partnerships and expanding their networks, with some innovators receiving matching grants with a value reaching 300,000 USD.

Rationale of Establishing a Sustainable Impact Fund (SIF): Based on market needs and the experience

gained from supporting 50 innovators through the WE4F initiative, it is evident that there is a compelling need for a Sustainable Impact Fund (SIF). Innovators often encounter significant hurdles in accessing private capital within the ticket size range of \$200k to \$2 million, hindering their capacity to scale and innovate effectively. Moreover, the prevailing low risk appetite in the region, attributed to instability, further compounds the challenge of securing funding. Recognizing these barriers, the establishment of an SIF emerges as a clear imperative. By leveraging on WE4F and other Berytech green programs to bring them closer to the core of climate change financing entities, the Fund presents an opportunity to achieve financial sustainability while also promoting accelerated and effective transition through private sector engagement. Such a fund would serve as a critical mechanism to address the financing gap for SMEs and innovative ventures, facilitating sustainable initiatives while implementing strategic investment practices to manage risk effectively.

Through innovative financing mechanisms, the SIF will introduce a solution to subsidize financial costs for innovators. The SIF will partially cover the potential financial expenditures that innovators, as borrowers or investees, will have to incur. This would further attract commercial capital towards the fund, and thus enhance the contribution into sustainable development, simultaneously providing a financial return to investors and reducing the financial burden on highly impactful SMEs.

Building on the need to ensure a sustainable support platform for WE4F innovators, other similar SMEs, and future organizations, we are seeking to establish a Sustainable Impact Fund (SIF) that would secure technical and financial solutions to organizations with high growth potential in terms of financial profit and ESG impact (i.e. double or triple bottom-line enterprises).

Within the above context, the WE4F RIH is seeking the assistance of a service provider to conduct a feasibility study for the proposed Sustainable Impact Fund (SIF). The following objectives outline the key focus areas and deliverables for the scope of work.

Scope of work

Activity Summary

WE4F is seeking proposals from qualified consultants or firms with expertise in designing impact funds, private equity firms, venture capital funds, family offices, or other similar entities. The selected consultant/firm will provide comprehensive support for the feasibility study and provide design and launch recommendations for the Sustainable Impact Fund (SIF). This encompasses various crucial elements, such as developing the fund's strategy, determining its structure and domicile, leading the fundraising process, implementing the Impact Measurement and Management Framework (IMM), and crafting investment documentation and key partnerships.

Objective

The primary aim of this assignment is to conduct a comprehensive feasibility study and deliver detailed recommendations regarding the establishment of the Sustainable Impact Fund (SIF), with a specific focus on climate action within a clearly defined investment strategy. A pivotal component in achieving this goal is the formulation of an effective fundraising strategy to actively engage potential investors and secure the necessary funds. To amplify the overall effectiveness of the fund, the project underscores key considerations, including the identification of the most suitable legal domicile, the establishment of a robust legal framework, the implementation of an organizational structure with effective governance, efficient capital deployment using blended finance mechanisms and subsidized financing solutions, and the integration of a rigorous impact measurement and management framework. This comprehensive approach should be designed to strategically allocate future capital in alignment with the missions of both

WE4F and Berytech, ensuring realistic returns to investors and incorporating a suitable exit strategy for long-term sustainability and success, thereby sustaining and amplifying the gains achieved under the WE4F program and fostering continued growth and impact within the sustainable development landscape.

Key Activities

1- Investment Strategy

- Develop a comprehensive investment strategy aligned with the fund's impact goals and risk-return profile, placing a primary emphasis on the Water, Energy, Food nexus as the initial sectors of concentration, and further extending to other climate change sectors.
- Validate minimum/target/maximum fund sizes, fund focus, geographical allocation, expected portfolio structure, deal flow generation strategy, and social/environmental outcomes.
- Provide detailed recommendations for optimal financing mechanisms aimed at partially subsidizing financial costs, enhancing financial returns to investors, and alleviating the financial burden on highly impactful SMEs. Outline financial instruments and operational frameworks, considering the fund's specific objectives, risk tolerance, and financial performance. This includes exploring options such as equity, debt, or blended financing and assessing their impact on the fund's overall financial health and sustainability.
- Employ portfolio optimization techniques tailored to the specific goals of the impact fund, enhancing the overall efficiency and effectiveness of the fund's investment portfolio.
- Deploy effective risk management strategies tailored to the unique characteristics of the impact fund, ensuring a meticulous assessment and mitigation of risks to safeguard both financial returns and social or environmental impact.
- Develop the impact fund Code of Conduct defining the “rules of engagement” of interested private investment funds willing to partner with SIF.
- Formulate the scope, role, and responsibilities of SIF's technical assistance unit, detailing its structure, required expertise, and estimated budgetary needs, while identifying potential funding sources.

2- Fund Legal structure and Domiciliation

- Determine the appropriate legal structure for the fund, considering factors such as tax implications, regulatory requirements, and investor preferences.

Present Tier 1 jurisdiction recommendations for the fund, articulating the most suitable choices and outlining the rationale behind each selection.

3- Fundraising Strategy

- Formulate an effective fundraising strategy designed to engage potential investors who align with the fund's impact objectives, with a specific emphasis on promoting food security, environmental sustainability, and climate action.
- Map and identify potential investors, including anchor investors, DFIs, and IFIs interested in the climate-related initiatives in the MENA region.

- Introduce and lead the implementation of the fundraising strategy, ensuring a successful and meaningful engagement with potential investors by guiding the fundraising process.

4- Corporate & Operating Structure

- Establish a robust governance structure that is effectively implemented through designated boards.
- Specify the organizational structure, highlighting key roles such as CEO, CIO, investment manager, investment committee, and compliance committee.
- Develop a systematic approach for the investment process, covering the screening, selection, and due diligence stages in transactions.
- Outline the decision-making process, key decision points, criteria, and roles for transparency.
- Define a structured process for identifying, assessing, and managing transactional risk.
- Establish comprehensive documentation and recordkeeping requirements.
- Define a monitoring strategy for ESG and financial performance of investees.
- Articulate the relationship with investors, detailing communication channels and reporting mechanisms. Outline the contents and frequency of annual reports to keep investors informed about the fund's performance, risks, and ESG impact.
- Providing recommendations for the underlying fund's financial and reporting operations.

5- Impact Measurement and Management (IMM) framework

- Create a robust impact measurement and reporting framework aligned with the goals of the SIF.
- Ensure the IMM framework comprehensively assesses projects' direct and indirect impacts, in accordance with specific Nationally Determined Contributions (NDC) targets outlined in the 2030 agreement for each country, as well as relevant SDGs.
- Integrate Key Performance Indicators (KPIs) into the IMM framework, inspired by the WE4F approach but tailored to meet the unique requirements of our impact fund. Ensure these KPIs are designed for ease of tracking, possess global acceptance, and align seamlessly with prevalent industry practices.
- Implement a standardized and transparent reporting mechanism to effectively communicate the progress and impact of projects in relation to both fund targets and, ultimately, NDC targets.
- Align the IMM framework with internationally recognized standards to enhance credibility.

6- Investment Documentation

- Develop a comprehensive Private Placement Memorandum (PPM) providing in-depth information on investment terms, fund structure, risk factors, and essential details for potential investors.
- Create a Pitch Deck presentation articulating the impact fund's mission, strategy, goals, team, market relevance and other critical information to potential investors.
- Formulate a sophisticated financial budget and forecast for the Sustainable Impact Fund (SIF) in alignment with the specified investment strategy, incorporating an advanced sensitivity analysis to provide nuanced insights into potential financial variations.

Expected Deliverables

- Comprehensive Investment Strategy
- Legal Framework and Jurisdiction Recommendation
- Formulated Fundraising Strategy including target Potential Investors
- Operational and Governance Framework
- Robust IMM Framework
- Comprehensive Investment Documentation Package

Deliverables are to be presented with the level of detail outlined in the Scope of Work.

Timeframe/implementation plan

The total time required for the project implementation should not exceed October 31st, 2024. The first draft of the final deliverables is to be communicated by the vendor as early as September 15th, 2024, and no later than October 10th, 2024.

Project Team and Resources

The service provider is expected to propose a team of specialists and consultants, preferably based in the region of implementation, with experience in setting up funds, particularly impact funds. The team should demonstrate expertise in the sectors of water, energy, food, and other areas related to climate change.

Qualifications and Experience

Service providers and team members should possess the following qualifications, experience, and expertise:

- Demonstrated track record in successfully establishing funds, with a focus on impact funds.
- Proven experience in designing and implementing sustainable financial structures.
- In-depth understanding of the MENA region's economic, social, and environmental landscape.
- Previous engagement and successful project implementations within the MENA region.
- Expertise in the sectors related to climate action, including but not limited to water, energy, and food.
- Successful involvement in projects contributing to climate resilience, environmental sustainability, and related initiatives.
- Specific experience in establishing and managing impact funds.
- A proven ability to align financial goals with impactful social and environmental outcomes.
- Established network and relationships within the MENA region's financial and impact investment ecosystem.
- Previous collaborations with relevant stakeholders, including governmental bodies, NGOs, and private sector entities.
- Strong financial acumen and understanding of blended finance mechanisms.
- Experience in designing fundraising strategies that attract diverse funding sources, including DFIs and IFIs.
- The proposed team should include members with complementary skills and diverse backgrounds, covering legal, financial, and sector-specific expertise.

Assumptions

1. The assignment is anticipated to be completed by October 31st, 2024. First draft of the final deliverables is to be communicated by the vendor as early as September 15th, 2024, and no later than October 10th, 2024.
2. Bi-weekly meetings, or more frequent, will be scheduled to ensure ongoing communication and progress monitoring.
3. Hub staff will actively support the service provider in gaining a comprehensive understanding of the required deliverables and associated activities.

Section 4: Offer Cover Letter

The following cover letter must be placed on letterhead and completed/signed/stamped by a representative authorized to sign on behalf of the offeror:

To: WE4F MENA Regional Innovation Hub
Berytech Innovation Park – Mar Roukoz
Saint Joseph University Sciences & Technology Campus
Lebanon

Reference: RFP No. **WE4F RFP-R04**

To Whom It May Concern:

We, the undersigned, hereby provide the attached offer to perform all work required to complete the activities and requirements as described in the above-referenced RFP. Please find our offer attached.

We hereby acknowledge and agree to all terms, conditions, special provisions, and instructions included in the above-referenced RFP. We further certify that the below-named firm—as well as the firm’s principal officers and all commodities and services offered in response to this RFP—are eligible to participate in this procurement under the terms of this solicitation and under USAID regulations.

Furthermore, we hereby certify that, to the best of our knowledge and belief:

- We have no close, familial, or financial relationships with any Berytech Foundation or WE4F project staff members;
- We have no close, familial, or financial relationships with any other offerors submitting proposals in response to the above-referenced RFP; and
- The prices in our offer have been arrived at independently, without any consultation, communication, or agreement with any other offeror or competitor for the purpose of restricting competition.
- All information in our proposal and all supporting documentation is authentic and accurate.
- We understand and agree to Berytech Foundation’ prohibitions against fraud, bribery, and kickbacks.

We hereby certify that the enclosed representations, certifications, and other statements are accurate, current, and complete.

Authorized Signature: _____

Name and Title of Signatory: _____

Date: _____

Company Name: _____

Company Address: _____

Company Telephone and Website: _____

Company Registration or Taxpayer ID Number: _____

Company UEI (ex-DUNS) Number: _____

Does the company have an active bank account (Yes/No)? _____

Official name associated with bank account (for payment): _____

Annex 1: FIXED PRICE SUBCONTRACT

FIXED PRICE SUBCONTRACT No. BERYTECH #####

Berytech Foundation
Damascus Road, Mueseum District
P.O.Box 11-7503 Riad El Solh
Beirut, Lebanon
Financial and VAT Reg#1429230

And

{VendorName}

{VendorAddress}

Tax Identification Number: {VendorTaxID}

For

Water and Energy for Food Program MENA Hub

USAID Prime Contract No. 7200AA20C00040

Effective Date: { **Fixed Price Sub-contract effective date** }

Berytech Foundation (hereinafter “Berytech”) and {VendorName} (hereinafter “Supplier”) hereby agree and enter into this Fixed Price subcontract whereby the supplier agrees to furnish and deliver all items or perform all the services identified in the Scope of work and Deliverables sections herein as part of the technical assistance services for the benefit of Awardees under the Water and Energy for Food program: A Grand Challenge for Development project.

The rights and obligations of the parties to this fixed price subcontract shall be subject to and governed by the following documents: (a) this subcontract; (b) Request for Proposal #####

The parties to this agreement hereby indicate their acceptance of the terms and conditions set forth in this document with the signatures of their authorized representatives shown below.

For Berytech Foundation

For {VendorName}

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

Article 1. Background and Context,

Water and Energy for Food (WE4F) is a 4-year (one base year, 3 option years) contract funded by the U.S. Agency for International Development (USAID) and implemented by The Berytech Foundation (Berytech).

Through the WE4F, Berytech leads a consortium of organizations to source and accelerate technological and business model innovations that will enable the production of more food with less water and/or make more water available for food production, processing, and distribution. As an incubator for water, energy, and food innovations, the WE4F program is implementing milestone-based funding, providing acceleration services, and ensuring financial, contractual, and reporting compliance of Awardees who are receiving support under the USAID funded Water and Energy for Food: Grand Challenge for Development grant activity, which is funded by USAID, the Swedish International Development Cooperation Agency, and the Ministry of Foreign Affairs of the Kingdom of The Netherlands.

The consortium’s multifaceted support includes a flexible service to meet the needs of these Awardees by synthesizing expertise and resources from a diverse network of private sector innovation support organizations. Berytech supports Awardees to realize the full potential of their innovations through needs-based technical assistance, commercialization/scaling advisory services, financial management, monitoring and evaluation assistance, and partnerships/network building.

Within this framework, Berytech has is contracting vendors by publishing RFPs when needed in order to establish Fixed Price subcontracts with vendors also called Suppliers, including organizations and independent contractors, to provide technical assistance services to Awardees under the Water and Energy for Food: Grand Challenge for Development grant activity.

Article 2. Scope of work

Please insert the scope of work description

Article 3. Period of Performance

The effective date of this fixed price subcontract is **December 1, 2023** and the completion date **is June 30, 2023**. The Subcontractor shall deliver the deliverables set forth in Section A., Background, Scope of Work, Deliverables and Deliverables Schedule to the **Technical Assistance Manager or designee or other authorized project staff member in accordance with the schedule stipulated therein.**

In the event that the Subcontractor fails to make progress so as to endanger performance of this fixed price subcontract or is unable to fulfill the terms of this fixed price subcontract by the completion date, the Subcontractor shall notify Berytech forthwith and Berytech shall have the right to summary termination of this fixed price subcontract upon written notice to the Subcontractor in accordance with the incorporated FAR Clause 52.249-8, Default (Fixed-Price Supply and Service).

Article 4. Deliverables and Deliverables Schedule

The Subcontractor shall submit the deliverables described above in accordance with the following Deliverables Schedule:

No.*	Deliverable Name	Due Date
01.	<ul style="list-style-type: none"> ● A fully defined work plan using the WE4F work plan template 	Please insert due date
02	<ul style="list-style-type: none"> ● Please insert deliverables ● Etc.. ● 	Please insert due date
03.	<ul style="list-style-type: none"> ● Please insert deliverables ● Etc.. ● 	Please insert due date

Site visit or conference call with the Hub staff will occur after award being confirmed and contract signed. Through its consultation with the Hub Staff, the selected service provider has the flexibility to propose new deliverables and/or revise the deliverables stated above based on the information it gathers and its understanding of the goals and needs. The selected service provider would document these new or revised deliverables in the work plan it drafts after its initial conversations with the Hub Staff.

Berytech will review and approve the vendor’s work plan and validate alignment with Budget. If during the initial requirements gathering calls the selected vendor determines that it is unable to deliver the work requested, the vendor will be compensated for its time investment to complete the work plan and will be released from any obligation to complete the project beyond the work plan. For budgeting purposes, the vendor should allocate \$1,000 for its effort to complete the work plan.

Berytech reserves the unilateral right to terminate this Fixed Price Sub, paying for all deliverables completed at the time of termination and a pro-rata share of any deliverable in progress, in accordance with the procedures set forth in Federal Acquisition Regulation (FAR) Clause 52.249-1, “Termination for Convenience of the Government (Fixed Price) (Short Form) (April 1984)”, which is hereby incorporated by reference. The full text is available at https://www.acquisition.gov/far/current/html/52_248_253.html.

Any change in the Subcontractor’s scope of work and/or deliverable(s) requires prior written authorization of Berytech through a modification to this subcontract.

Article 5. Subcontract Fixed Price, Invoicing and Payment

As consideration for the delivery of all of the products and/or services stipulated in Articles 4, Berytech will pay the Subcontractor a total of **XXX USD + XX% VAT** -when applicable **(Please insert Amount in letters +XX % VAT)**. This figure represents the total price of this subcontract and is fixed for the period of performance outlined in Article 4., Period of Performance. Berytech will pay the total price through a series of installment payments. Berytech will make each payment listed below, after Subcontractor’s completion of the corresponding deliverable indicated in the following table.

No.*	Deliverable Name	Subtotal	XX% VAT	Total
------	------------------	----------	---------	-------

		Amount	(If applicable)	Amount
01.	<ul style="list-style-type: none"> ● A fully defined work plan using the WE4F work plan template 	XXX	XXX	XXX
02.	<ul style="list-style-type: none"> ● Please insert deliverables ● Etc.. 	XXX	XXX	XXX
03	<ul style="list-style-type: none"> ● Please insert deliverables ● Etc.. 	XXX	XXX	XXX
Total fixed price		XXX USD	XXX USD	XXX USD

*Deliverable numbers and names refer to those fully described in Article, above.

Upon technical acceptance of the contract deliverables described in Article 4, Deliverables and Deliverables Schedule, by the Berytech representative identified herein, the Subcontractor shall submit an electronic invoice to Berytech Foundation for payment to Tina El Boustany.

The invoice Should follow the rules of the country of incorporation of the vendor and will include:

- a) Name and address of the Supplier
- b) Invoice date
- c) Sub-contract number
- d) Itemized list of claimed deliverables delivered and accepted
- e) Payment cost per deliverables as per Sub-contract
- f) Total payment amount due
- g) Bank account information for payment
- h) Tax Number and/or VAT Number if available

The supplier's invoice will be paid by Berytech within thirty (30) days of (a) Berytech's receipt and acceptance of the commodities or services from the call order, (b) Berytech's receipt of a complete and acceptable Supplier invoice, and (c) Berytech's receipt of USAID's payment of the Supplier's invoice. Payment will be made in U.S. dollars via wire transfer.

Account name:

Bank name:

Bank address or branch location:

Account Number

Account Name:

IBAN:

Payments will not be issued to third parties. Payments will only be issued to the Supplier identified in this Sub-contract.

Article 6. Inspection and Acceptance

The Supplier shall only deliver those services and any items or commodities that conform to the requirements of this Fixed Price Sub-contract. Berytech reserves the right to inspect or test any supplies

or services that have been delivered for acceptance. Berytech may require replacement of nonconforming commodities or re-performance of nonconforming services at no increase in purchase order price. If replacement or re-performance will not correct the defects or is not possible, Berytech may seek an equitable price reduction or adequate consideration for acceptance of nonconforming commodities or services. Berytech must exercise its post-acceptance rights within a reasonable time after the defect was discovered or should have been discovered.

Article 7. Foreign Taxes

The agreement is issued is not exempt from the payment of foreign taxes, VAT, tariff, duties, or other levies imposed by any laws in effect in any foreign country. Therefore, any invoiced prices include all applicable taxes, VAT, charges, tariffs, duties and levies in accordance with applicable laws.

Article 8. Risk of Loss

Risk of loss or damage to the items provided under any purchase order shall remain with the Supplier until, and shall pass to Berytech upon delivery of the items to Berytech or Berytech's authorized agent at the delivery location.

Article 9. Intellectual Property

All Foreground Intellectual Property (IP) shall be the property of Berytech and the Client. The Supplier shall retain its Background IP as its sole property.

Article 10. Confidential Information

Confidential information is all proprietary and confidential information of the Client as well as Berytech, disclosed by the Client or by Berytech during the course of the Assignment, including but not limited to, financial information, information relating to Berytech or the Client's products, operations, processes, plans or intentions, product information, know-how, design rights, trade secrets, market opportunities and business affairs. The Supplier agrees to keep secure and confidential, and not, other than as provided in this paragraph, to disclose to any person or third party or to use except for the purposes of providing the services any confidential information except to the extent that: (a) the confidential information is, or comes into the public domain other than due to wrongful use; or (b) disclosure is required by a lawful governmental order.

The Supplier shall keep in strict confidence all Confidential Information and shall only disclose such Confidential Information:

- a) to its employees, officers, representatives, advisers, who need to know such information for the purposes of carrying out the Supplier's obligations under this Agreement; and
- b) as may be required by law, court order or any governmental or regulatory authority.

1.1 The Supplier shall ensure that its employees, officers, representatives, advisers, to whom it discloses such information comply with this Clause.

1.2 The Supplier shall not use any such information for any purpose other than to perform its obligations under this Agreement.

1.3 The obligations of confidentiality contained in this Clause shall not apply to Confidential Information which the Supplier can demonstrate:

- (a) at the time of receipt by the Supplier is in the public domain, or subsequently comes into the public domain through no fault of the Supplier, its employees, officers, representatives, advisers, agents or subcontractors;

- (b) is lawfully received by the Supplier from a third party on an unrestricted basis;
- (c) is already known to the Supplier before receipt hereunder; or
- (d) is independently developed by the Supplier or its employees, officers, representatives, advisers, agents or subcontractors.

Article 11. The Supplier's Experts

Please indicate the names of the Key personnel who will be performing the assignment. This should be in line with the approved offer.

The Supplier shall not change the experts working on the Supplier Scope of Services listed above without the Client agreement. The Supplier could add experts to assist in the performance of the scope of services. In the event that the client officially requests the replacement of any of the Supplier experts by another, the Supplier will comply with the client request.

Article 12. Eligibility of Commodities and Supplies

The Supplier shall adhere to the following in carrying out this Fixed price sub-contract.

- a) All commodities must be new and unused unless otherwise authorized in writing by Berytech.
- b) All commodities supplied under this contract comply with the authorized USAID Geographic Code 935 in accordance with 22 CFR 228 ("Rules for Procurement of Commodities and Services Financed by USAID" available at <http://www.gpo.gov/fdsys/pkg/CFR-2012-title22-vol1/pdf/CFR-2012-title22-vol1-part228.pdf>), unless otherwise indicated in writing by Berytech.
- c) No commodities made in—or containing a component made in—Burma (Myanmar), Cuba, Iran, North Korea, or Syria may be supplied.
- d) The Supplier must be an organization incorporated or legally organized under the laws of—or (if an individual) a citizen or legal resident of—a country in the above-identified USAID Geographic Code. The Supplier must also meet the nationality requirements of 22 CFR 228.
- e) No commodities or services shall be eligible for payment under this contract if provided by a vendor included on any list of suspended, debarred, or ineligible entities used by USAID or the United States Government.

Article 13. Governing Law and Resolution of Disputes

- A) **Governing Law.** This Fixed Price Sub-contract, including any disputes related thereto, shall be governed by the laws of Lebanon.
- B) **Disputes between the Parties.** The following procedures shall govern the resolution of any controversy, dispute or claim between or among "Parties," arising out of the interpretation, performance, breach or alleged breach of this Fixed Price Sub-contract ("Dispute").

- (1) **Negotiation.** The Parties shall promptly attempt to resolve any Dispute by negotiation in the normal course of business. If, after good faith efforts, the Dispute is not resolved, either Party may request in writing that the Dispute be resolved via Executive Consultation pursuant to subparagraph (2) below.
- (2) **Executive Consultation.** For Disputes submitted to Executive Consultation, each Party shall designate a senior company official with authority and responsibility for attempting to resolve the matter. For Berytech, such designee shall be Deputy Managing Director, or a person at a higher level of authority. For Supplier, such designee shall be an authorized negotiator. The Party initiating the claim shall provide, in addition to documents supporting the claim, a brief summary of the claim, its perception of the positions of the Parties and any perceived barriers to settlement of the case. The summary may be submitted directly to the designated Party Executive. Within 30 calendar days after delivery of the claim summary, the Parties shall meet and attempt to resolve the Dispute. If the Dispute is not resolved within 45 days from submission of the claim summary, or such other amount of time as agreed between the Parties, the claiming Party may proceed under subparagraph (3) below.

(3) Laws of Lebanon: This Fixed Price Sub-contract shall be governed by and construed in accordance with the Laws of Lebanon. Should the Parties fail to resolve their Dispute within 45 days from the date of submission of the claim summary, or such other amount of time as agreed between the Parties, the Dispute shall be finally settled before the Courts of Lebanon.

C) Obligation to perform work. Supplier shall diligently proceed with the performance of work pending final resolution of any Dispute.

Article 14. Indemnity

The Supplier agrees to indemnify and hold harmless Berytech and its officers, employees, and agents from and against any and all claims and liability, loss, expenses, suits, damages, judgments, demands, and costs (including reasonable legal and professional fees and expenses) arising out of the Supplier's provision of goods or services under this Fixed price sub-contract.

Article 15. Termination

Berytech reserves the unilateral right to terminate this Fixed Price Sub-contract paying for all deliverables completed at the time of termination and a pro-rata share of any deliverable in progress, in accordance with the procedures set forth in Federal Acquisition Regulation (FAR) Clause 52.249-1, "Termination for Convenience of the Government (Fixed Price) (Short Form) (April 1984)", which is hereby incorporated by reference. The full text is available at https://www.acquisition.gov/far/current/html/52_248_253.html.

Article 16. Excusable Delays

Except for defaults of subcontractors at any tier, the Supplier shall not be in default because of any failure to perform this Fixed price sub-contract if the failure arises from causes beyond the control and without the fault or negligence of the Supplier. Examples of these causes include acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Supplier. 'Default' includes failure to make progress in the work so as to endanger performance.

If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Supplier and subcontractor, and without the fault or negligence of either, the Supplier shall not be deemed to be in default, unless—

- (1) The subcontracted supplies or services were obtainable from other sources;
- (2) Berytech ordered the Supplier in writing to purchase these supplies or services from the other source; and
- (3) The Supplier failed to comply reasonably with this order.
- (4) Upon request of the Supplier, Berytech shall ascertain the facts and extent of the failure.

If Berytech determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to Berytech's rights under the termination clause of this contract.

The Supplier shall notify Berytech in writing as soon as it is reasonably possible after the commencement of any excusable delay, describing the full details of the delay, shall exercise its best effort to remedy the occurrence of any excusable delay, and promptly provide Berytech with written notice upon the cessation of the conditions resulting in any excusable delay.

Article 17. Anti-Kickback Procedures

- a) Definitions.
 - Kickback, as used herein, means any money, fee, commission, credit, gift, gratuity, thing of

value, or compensation of any kind, which is provided, directly or indirectly, to Berytech, the Supplier or Supplier employees, or vendors in any way related to the performance or subsequent activities of this Fixed price sub-contract, for the purpose of improperly obtaining or rewarding favorable treatment in connection with this Fixed price sub-contract.

- Person, as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.
 - Supplier employee, as used in this clause, means any officer, partner, employee, or agent of the Supplier.
- b) The Supplier and its employees, whether directly or indirectly engaged in the performance of this BPA, agree to abide by the terms of The United States Anti-Kickback Act of 1986, which prohibits any person from providing or attempting to provide any kickback; soliciting, accepting, or attempting to accept any kickback; or including, directly or indirectly, the amount of any kickback in the contract price charged by the Supplier to Berytech. When the Supplier has reasonable grounds to believe that a violation described in paragraph (b) of this provision may have occurred, the Supplier shall promptly report in writing the possible violation. Such reports shall be made to Berytech, who shall forward the report to the USAID Inspector General for investigation, as required. The Supplier agrees to cooperate fully with any United States Government agency investigating a possible violation described in paragraph (b) of this Article.

Berytech may offset the amount of the kickback against any monies owed by Berytech under any orders issued pursuant to this Fixed price sub-contract or order the monies withheld from future payments due the Supplier. The Supplier shall include the substance of this provision in any subcontract it may issue under this Fixed price sub-contract.

Article 18. Compliance with U.S. Anti-Corruption Regulations

Consistent with the principles and requirements of the United States Foreign Corrupt Practices Act (FCPA), the OECD Convention on Combating Bribery of Foreign Officials in International Business Transactions, the United States False Claims Act (FCA), the United States Anti-Kickback Act, and all related and implementing legislation that may be applicable to this Fixed price sub-contract, the Supplier certifies, warrants and represents that:

- a) It has not made, authorized, or offered (and will not make, authorize, or offer) any payment, or given, authorized, or offered (and will not give, authorize the giving of, or offer) anything of value, directly or indirectly, with respect hereto or otherwise,
- (i) To any official or employee of any foreign government, state-owned enterprise, or international organization,
 - (ii) To any person acting in an official capacity for or on behalf of any government state-owned enterprise, or international organization, or
 - (iii) To any political party or to any person known to be a candidate for any office in any government;

In order to

- 1. influence any act or decision in any such person's official capacity;
 - 2. induce any such person to do or omit to do any act in violation of their lawful duty;
 - 3. secure any improper advantage; or
 - 4. induce any such person to use influence with any government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality, for the purpose of obtaining or retaining business or directing business to any person.
- b) It has not made, used, or caused to be made or used (and will not make, use, or cause to be made or used), a false record or statement to get a false or fraudulent claim paid or approved by the Government (including payment via the prime contractor). This includes, inter alia:
- (i) Submitting for payment or reimbursement a claim known to be false or fraudulent

- (ii) Making or using a false record or statement material to a false or fraudulent claim or to an 'obligation' to obtain payment from the government (including payment via the prime contractor).
 - (iii) Engaging in a conspiracy to defraud by the improper submission of a false claim.
 - (iv) Concealing, improperly avoiding or decreasing an obligation to pay money to the government.
- c) The Parties agree to promptly advise each other if they believe violations of this provision has occurred, so that the matter may be handled in a timely fashion, and to cooperate on reporting requirements, if any. Notwithstanding any other provision in this Fixed price sub-contract, Berytech considers non-compliance with this Article to be a material breach of this Fixed price sub-contract and reserves the right to terminate this sub-contract, upon written notice, if it determines in its sole discretion that the Supplier is in breach of this Article.

Article 19. Terrorist Financing Prohibition

The Supplier (including its employees, consultants and agents), by entering into this Fixed price sub-contract, certifies that it does not engage, support or finance individuals and/or organizations associated with terrorism. The Supplier is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. A list of entities and individuals subject to restrictions, prohibitions and sanctions can be found at the web site of the Department of Treasury's Office of Foreign Assets Control (OFAC), at <http://treasury.gov/ofac>. It is the legal responsibility of the Supplier to ensure compliance with the Executive Order 13224 and other U.S. laws prohibiting terrorist financing. This provision must be included in all contracts issued by the Supplier under any purchase order issued under this Fixed price sub-contract.

Article 20. Combating Trafficking in Persons

- a) Definitions. As used in this Article, the definitions of "Agent", "Coercion", "Commercial sex act", "Debt bondage", "Employee", "Forced labor", "Involuntary servitude", Severe forms of trafficking in persons", and "Sex trafficking" can be found in the full text of the Federal Acquisition Regulation (FAR) clause entitled "52.222-50, Combating Trafficking in Persons" located at https://www.acquisition.gov/far/current/html/52_222.html.
- b) Policy. The United States Government has adopted a zero tolerance policy regarding trafficking in persons. The Supplier, its Agents, and its Employees shall not—
 - (1) Engage in severe forms of trafficking in persons during the period of performance of the Agreement;
 - (2) Procure commercial sex acts during the period of performance of the Agreement; or
 - (3) Use forced labor in the performance of the Agreement.
- c) Supplier requirements. The Supplier shall—
 - (1) Notify its Agents and Employees of—
 - (i) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and
 - (ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the Agreement, reduction in benefits, or termination of employment; and
 - (2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this Article.
- d) Notification. The Supplier shall immediately notify Berytech of—
 - (1) Any information it receives from any source that alleges any Supplier Agent, Employee, Subcontractor, or Subcontractor Agent or Employee has engaged in conduct that violates this policy; and
 - (2) Any actions taken against Supplier Agents, Employees, Subcontractors, or Subcontractor

Agents or Employees pursuant to this Article.

- e) Remedies. In addition to other remedies available to the U.S. Government, the Supplier's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in—
 - (1) Requiring the Supplier to remove a Supplier employee or employees from the performance of the Agreement;
 - (2) Requiring the Supplier to terminate a subcontract;
 - (3) Suspension of Agreement-related payments;
 - (4) Loss of award fee, if any, consistent with the award fee plan, for the performance period in which Berytech determined Supplier non-compliance;
 - (5) Termination of the Agreement for default or cause, in accordance with the termination clause of this Agreement; or
 - (6) Suspension or debarment by the U.S. Government.
- f) Subcontracts. The Supplier shall include the substance of this Article, including this paragraph (f), in all subcontracts.
- g) Mitigating Factor. Berytech may consider whether the Supplier had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/g/tip>.

Article 21. Restriction on Certain Foreign Purchases

- a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the U.S. Department of the Treasury, the Supplier shall not acquire, for use in the performance of any services under this Agreement, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.
- b) Except as authorized by OFAC, most transactions involving Cuba and Iran are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at <http://www.treas.gov/offices/enforcement/ofac>.

Article 22. Compliance with U.S. Export Laws

Supplier warrants and agrees to comply with all U.S. export laws and regulations and other applicable U.S. law and regulations, including but not limited to: (i) the Arms Export Control Act (AECA), 22 U.S.C. 2778 and 2779; (ii) Trading with the Enemy Act (TWEA), 50 U.S.C. App. §§ 1-44; (iii) International Traffic in Arms Regulations (ITAR), 22 C.F.R. Parts 120-130.; (iv) Export Administration Act (EAA) of 1979 and the Export Administration Regulations (EAR) 15 C.F.R. Parts 730-774, (including the EAR anti-boycott provision); (v) the International Emergency Economic Powers Act (IEEPA), 50 U.S.C. 1701-1706 and Executive Orders of the President under IEEPA, 50 U.S.C. app. §§ 2401-2420; (vi) Office of Foreign Asset Controls (OFAC) Regulations, 31 C.F.R. Parts 500-598; and (vii) other applicable U.S. laws and regulations. As required, subject to Berytech's prior approval for all exports or imports under the Fixed price subcontract, Supplier shall determine any export license, reporting, filing or other requirements, obtain any export license or other official authorization, and carry out any customs formalities for the export of goods or services. Supplier agrees to cooperate in providing any reports, authorizations, or other documentation related to export compliance requested by Berytech.

Supplier agrees to indemnify, hold harmless and defend Berytech for any losses, liabilities and claims, including as penalties or fines as a result of any regulatory action taken against Berytech as a result of

Supplier's non-compliance with this provision.

Article 23. Set-Off Clause

Berytech reserves the right to set-off against any amounts payable to the Supplier under this Fixed price subcontractor any other agreement between the Supplier and Berytech, the amount of any claim or refunds that Berytech may have against the Supplier.

Article 24. Assignment and Delegation

This Fixed price subcontract agreement may not be assigned or delegated, in whole or in part, by the Supplier without the written consent of Berytech. Absent such consent, any assignment is void.

Article 25. Compliance with Applicable Laws and Standards

The Supplier shall comply with all applicable laws, ordinances, codes, regulations, and other authoritative rules of the cooperating country and its political subdivisions and with the standards of relevant licensing boards and professional associations.

Article 26. Supplier Performance Standards

Supplier agrees to provide the services as listed above with the requirements set forth in this Fixed price subcontract. Supplier undertakes to perform the services there under in accordance with the highest standards of professional and ethical competence and integrity in Supplier's industry and to ensure that employees assigned to perform any services under this BPA will conduct themselves in a manner consistent therewith. The services will be rendered by Supplier: (1) in an efficient, safe, courteous, and businesslike manner; (2) in accordance with any specific instructions issued from time to time by Berytech; and (3) to the extent consistent with items (1) and (2), as economically as sound business judgment warrants. Supplier shall provide the services of qualified personnel through all stages of this Fixed price sub-contract. Supplier represents and warrants that it is in compliance with all the applicable laws of Lebanon and any other Jurisdiction in which the services shall be performed.

Article 27. Miscellaneous

- a) No statement, representation, warranty, covenant, or agreement of any kind not expressly set forth in this Fixed price sub-contract shall affect, or be used to interpret, change, or restrict the express terms and provisions of this subcontract. Each of the parties hereto agrees to cooperate with the other parties hereto in effectuating this Fixed price subcontract and to execute and deliver such further documents or instruments and to take such further actions as shall be reasonably requested in connection therewith.
- b) All statements, representations, warranties, covenants, and agreements in this Fixed price subcontracts shall be binding on the parties hereto and shall inure to the benefit of the respective successors and permitted assigns of each Party hereto. Nothing in this Fixed price subcontract shall be construed to create any rights or obligations except among the parties hereto, and no person or entity shall be regarded as a third-party beneficiary of this Subcontract.
- c) In the event that any court of competent jurisdiction shall determine that any provision, or any portion thereof, contained in this Fixed price subcontract shall be unenforceable or invalid in any respect, then such provision shall be deemed limited to the extent that such court deems it valid or enforceable, and as so limited shall remain in full force and effect. In the event that such court shall deem any such provision partially or wholly unenforceable, the remaining provisions of this Fixed price subcontract shall nevertheless remain in full force and effect.
- d) The headings and captions contained in this Fixed price subcontract are for convenience only and shall not affect the meaning or interpretation of this subcontract or of any of its terms or provisions.
- e) Unless otherwise specifically agreed in writing to the contrary: (i) the failure of any party at any time to require performance by the other of any provision of this Fixed price subcontract shall

not affect such party's right thereafter to enforce the same; (ii) no waiver by any party of any default by any other shall be valid unless in writing and acknowledged by an authorized representative of the non defaulting party, and no such waiver shall be taken or held to be a waiver by such party of any other preceding or subsequent default; and (iii) no extension of time granted by any party for the performance of any obligation or act by any other party shall be deemed to be an extension of time for the performance of any other obligation or act hereunder.

- f) The Supplier acknowledges and understands that this agreement, and any subsequent call orders issued thereunder, is made and entered into effect solely and exclusively by Berytech and the Supplier, and that the U.S. Agency for International Development shall in no way be considered, construed, or implicated as a party thereunto.



Government of the Netherlands



Norad



Sweden

Sverige



USAID
FROM THE AMERICAN PEOPLE