

1. DEFINITIONS AND INTERPRETATION

These terms and conditions ("**Conditions**") provide the basis of the contract between the Contractor ("**Contractor**") and Relief International (the "**Contracting Party**"), in relation to the purchase order ("**Order**") (the Order and the Conditions are together referred to as the "**Contract**"). All references in these terms and conditions to defined terms - Goods, Services, Prices and Delivery - refer to the relevant provisions of the Order.

2. COMMUNICATION

Any written communication relating to the Contract between the Contractor and the Contracting Authority must state the Contract title and identification number, and must be sent by post, fax, e-mail or hand delivered to the Contracting Authority.

3. QUALITY AND DEFECTS

The Goods and the Services shall, as appropriate:

- Correspond with their description in the Order and any applicable specification;
- Comply with all applicable statutory and regulatory requirements;
- Be of the highest quality and fit for any purposes held out by the Contractor or made known to the Contractor by the Contracting Party;
- Be free from defects in design, material, workmanship and installation; and
- Be performed with the best care, skill and diligence in accordance with best practice in the Contractor's industry, profession or trade.

3.1 The Contracting Party (including its representatives or agents) reserves the right at any time to audit the Contractor's records, inspect work being undertaken in relation to the supply of the Goods and Services and, in the case of Goods, to test them.

4. ETHICAL STANDARDS

4.1 The Contractor shall observe the highest ethical standards during the performance of its obligations under this Contract including international labour standards promoted by the International Labour Organisation specifically in the areas of child labour and forced labour.

4.2 The Contractor, its Contractors and sub-contractors shall comply with all environmental statutory and regulatory requirements and shall not in any way be involved in (a) the manufacture or sale of arms or have any business relations with armed groups or governments for any war related purpose; or (b) terrorism, including checking its staff, Contractors and sub-contractors against the following sanctions lists: UK Treasury List, EC List, OFAC List and US Treasury List.

4.3 The Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any [U.S. Government department or agency/European Union department or agency] or any government department or entity in the country of implementation.

4.4 The Contractor shall comply with the following Contracting Party Policies, which are available upon request: Child Protection Policy; and Conflict of Interest and Code of conduct.

5. ORIGIN

A certificate of origin for the supplies must be provided by the Contractor at the latest when he requests provisional acceptance of the supplies. Failure to comply with this condition may result in the termination of the contract.

6. DELIVERY/PERFORMANCE

6.1 The Goods shall be delivered to, and the Services shall be performed at the address and on the date or within the period stated in the Order, and in either case during the Contracting Party's usual business hours, except where otherwise agreed in the Order. Time shall be of the essence in respect of this Condition 5.1.

6.2 Where the date of delivery of the Goods or of performance of Services is to be specified after issue of the Order, the Contractor shall give the Contracting Party reasonable written notice of the specified date.

6.3 Delivery of the goods shall take place and title in the Goods will pass on the completion of the physical transfer of the goods from the Contractor or its agents to the Contracting Party or its agents at the address specified in the Order.

6.4 Risk of damage to or loss of the Goods shall pass to the Contracting Party in accordance with the relevant provisions of Incoterms rules as in force at the date the Contract is made or, where Incoterms do not apply, risk in the Goods shall pass to the Contracting Party on completion of delivery.

6.5 The Contracting Party shall not be deemed to have accepted any Goods or Services until the Contracting Party has had reasonable time to inspect them following delivery and/or performance by the Contractor.

6.6 The Contracting Party shall be entitled to reject any Goods delivered or Services supplied which are not in accordance with the Contract. If any Goods or Services are so rejected, at the Contracting Party's option, the Contractor shall forthwith re-supply substitute Goods or Services which conform with the Contract. Alternatively, the Contracting Party may cancel the Contract and return any rejected Goods to the Contractor at the Contractor's risk and expense.

6.7 If the Contractor fails under his own responsibility to deliver any or all of the goods or perform the services within the time limit(s) specified in the contract, the Contracting Party shall, without formal notice and without prejudice to its other remedies under the contract, be entitled, for every day which shall elapse between the expiry of the contractual period and the actual date of completion, to liquidated damages equal to 5/1000 of the value of the undelivered supplies to a maximum of 15% of the total value of the contract.

6.8 If the non-delivery of any of the goods prevents the normal use of the supplies as a whole, the liquidated damages shall be calculated on the basis of the total contract value.

6.9 If the Contracting Party has become entitled to claim at least 15% of the contract value it may, after giving written notice to the Contractor:

- Seize the performance guarantee.
- Terminate the contract, in which case the Contractor will have no right to compensation.
- The Contractor shall be liable for the additional costs and damages caused by his failure.

7. INDEMNITY

The Contractor, at the contractor's expense, shall defend, indemnify, and hold the Contracting Party harmless for any loss, expense, including attorney's fees, or claims asserted by third parties

for damage to property or bodily injury or both, arising out of the activities implemented by the Contractor or its staff under this Contract.

8. PRICE AND PAYMENT

Payment in arrears will be made as set out in the Order and the Contracting Party shall be entitled to off-set against the price set out in the Order all sums owed to the Contracting Party by the Contractor.

9. TERMINATION

In the case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order including but not limited to failure to obtain necessary export licenses, or failure or refusal to make delivery of all or part of the goods by the agreed delivery date or dates, RI may, after giving the Supplier reasonable notice to perform without prejudice to any other rights or remedies, exercise on or more of the following rights:

- Procure all or part of the goods from other sources, in which event RI may hold the Supplier responsible for any excess cost occasioned thereby,
- Refuse to accept delivery of all or part of the goods,
- Cancel this Purchase Order without any liability for termination charges or any other liability of any kind to RI.

RI may terminate forthwith this Purchase Order at any time should the mandate or the funding of RI be curtailed or terminated, in which case the Supplier shall be reimbursed by RI for all reasonable costs incurred by the Supplier prior to receipt of the notice of termination.

10. CONTRACTOR'S WARRANTIES

10.1 The Contractor warrants to the Contracting Party that:

- 10.1.1 it has all necessary internal authorisations and all authorisations from all relevant third parties to enable it to supply the Goods and the Services without infringing any applicable law, regulation, code or practice or any third party's rights;
- 10.1.2 it will not and will procure that none of its employees will accept any commission, gift, inducement or other financial benefit from any Contractor or potential Contractor of the Contracting Party; and
- 10.1.3 the Services will be performed by appropriately qualified and trained personnel, with the best care, skill and diligence and to such high standard of quality as it is reasonable for the Contracting Party to expect in all the circumstances.

11. FORCE MAJEURE

11.1 The following shall constitute Force Majeure: Labour disputes, flood, fire, rebellion, war, requirement or act of civil or military authorities, civil disorder, act of God and any other cause beyond the control of either party, which neither party is able to overcome. As soon as possible after the occurrence of such Force Majeure, if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract, he should inform the Contracting Party in writing.

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

12. GENERAL

12.1 The Contractor shall not use the Contracting Party's name, branding or logo other than in accordance with the Contracting Party's written instructions or authorisation.

12.2 CONTRACTOR shall not assign this Contract, in whole or in part, without the prior written consent of RI. With RI's written consent, CONTRACTOR may subcontract some or all of the services required under this Contract for Services.

12.3 Any notice under or in connection with the Contract shall be given in writing to the address specified in the Order or to such other address as shall be notified from time to time. For the purposes of this Condition, "writing" shall include e-mails and faxes.

12.4 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

12.5 Any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by both parties. The amended or revised clauses shall become effective from the date of their adoption.

12.6 This document constitutes the complete and exclusive Contract between the parties, superseding all representations, proposals or promises whether oral or written, and all other communications between the parties, relating to the subject of this Contract

13. DISPUTES

13.1 The Contract printed in four originals, two in English language and two in the local language. The English version of the Contract shall always prevail in case of any dispute.

13.2 The parties shall try to settle dispute(s) arising from or in connection with the Contract amicably. If not, then the dispute(s) must be referred to an arbitration panel whose decision shall be final and binding upon all parties. The Contracting Party and the Contractor shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the panel.

13.3 A person who is not a party to the Contract shall not have any rights under or in connection with it.

14. CHILD LABOUR

The Contractor represents and warrants that neither it, nor any of its Contractors are engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health and physical, mental, spiritual, moral or social development. Any breach of this representation and warranty shall entitle Relief International to terminate this Purchase Order immediately upon notice to the Contractor, at no cost to Relief International.

15. CONFIDENTIALITY AND NON-DISCLOSURE

The Contractor agrees to keep confidential and not to disclose, without the prior written approval of the Contracting Party's representative, any information or data confidential to the Contracting Party.

16. AUTHORITY AND BINDING EFFECT

By his or her signature, each signatory hereto represents and warrants that he or she is duly authorized to enter into the Contract on behalf of the party he or she purports to represent such that, upon execution and delivery, the Contract shall be a binding obligation of each party. The Contract shall be binding upon and inure to the benefit of each party's legal representatives, successors and permitted assigns.

17. TAXES

The Contracting Party has the legal obligation to withhold the government tax according to the local tax law.

18. INSURANCE

18.1 The goods shall be insured by the Contractor. The Contractor shall hold the Contracting Party harmless for any loss or damage that may occur during the transportation and before the delivery and acceptance of the goods. The Contractor shall also hold the Contracting Party harmless for any liability resulting from the transportation of the goods.

18.2 The Contractor shall provide the Contracting Party proof of insurance at contract signature.

19. RELATIONSHIP OF PARTNERS

The Contractor and the Contracting Party are independent parties and are not agents of each other, in a joint venture, or partners. Neither party is authorized or empowered to act on behalf of the other with regard to any contract, warranty, or representation as to any matter. Each party will maintain sole and exclusive control of its own personnel and operations.

20. COMPLIANCE WITH LAWS

In the course of performance hereunder, the parties shall comply with all applicable local, state and federal laws and regulations. Contractor is reminded that U.S. executive order and U.S. law (including, without limitation, the USA Patriot Act) prohibit transactions associated with terrorism. It is the legal responsibility of CONTRACTOR to ensure compliance with such executive order and law.

21. GOVERNING LAW

The construction, validity, performance and effect of the Contract for Goods and services shall be governed by the laws applicable to the country of implementation with regard to all purposes related to this Contract.

22. SEVERABILITY

Each provision of the Contract is severable. If one provision is declared void, illegal or unenforceable, the remaining Articles and paragraphs shall retain their full force and effect.

23. Mandatory Principles a). For the duration of the contract the Contractor and its staff shall respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state. In particular, and in accordance with the legal basic act concerned, tenderers who have been awarded contracts shall respect core labour standards as defined in the relevant International Labour Organisation (ILO) conventions (such as the Conventions on freedom of association and collective bargaining; Abolition of forced and compulsory labour; Elimination of forced and compulsory labour; Abolition of child labor). b.) The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of its profession. c.) RI reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process and if the contractor fails to take all appropriate measures to remedy the situation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or imp implementation of a contract already concluded with Relief International. d.) Relief International reserves the right to suspend or cancel the contract, where the award procedure proves to have been subject to substantial errors, irregularities or fraud. Where such substantial errors, irregularities or fraud are discovered after the award of the Contract, Relief International may refrain from concluding the Contract.

24. Anti-Terrorism Certification. Contractor must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: <http://www.treasury.gov/resource-center/sanctions/SDNList/Pages/default.aspx>) or the United Nations Security designation list (online at: http://www.un.org/sc/committees/1267/faq_sanctions_list.shtml).

25. Not Debarred or Suspended. Contractor certifies that neither it nor its principals are presently excluded or disqualified from participation in this transaction by any US Government department or agency.

26. Lobbying Certification. Contractor certifies that it will not and has not used any funds received directly or indirectly from the U.S. Government to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of U.S. Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this Contract or any other U.S. government funded project.

27. Access to Books and Records. RI, USAID, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

28. Anti-Trafficking. The Contractor or its employees, or any Subcontractor or its employees, must not engage in any of the following conduct: Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this Contract;

28.1 Procure a commercial sex act during the period of this Contract;

28.2 Use forced labor in the performance of the Contract; or

28.3 Commit acts that directly support or advance trafficking in persons, including the following acts:

28.3.1 Destroying, concealing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

28.3.2 Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless: (a) exempted from the requirement to provide or pay for such return transportation by RI under this award; or (b) the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;

28.3.3 Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

28.3.4 Charging employee's recruitment fees; or

28.3.5 Providing or arranging housing that fails to meet the host country housing and safety standards.

28.4 Contractor agrees to report in a timely manner to RI any credible information from any source that alleges the contractor or any sub-contractor has engaged in any of the prohibited activities identified in this provision. Reports should also be made to RI's integrity hotline at incidents@ri.org or to the human trafficking hotline +1 844 888 FREE(3733) or email help@befree.org

29. Whistleblower Protection Program.

29.1 The Contractor must inform its employees working under this contract in the predominant native language of the workforce that they are afforded the employee whistleblower rights and protections provided under 41 U.S.C. § 4712.

29.2 The Contractor must not require its employees or sub-contractors to sign or comply with internal confidentiality agreements or statements that prohibit or otherwise restrict employees or sub-contractors from lawfully reporting waste, fraud, or abuse related to the performance of this contract to RI or to USAID's Office of the Inspector General.

29.3 The Contractor must notify current employees and sub-contractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this provision, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this provision, are no longer in effect.

29.4 If RI, USAID or other authorized officials of the US Government determines that the Contractor is not in compliance with the requirements of this provision, RI may, at its sole discretion, suspend or terminate the contract. Further, RI may, at its sole discretion, decide not pay a portion or all of amounts invoiced or expenditures incurred, as applicable, by the Contractor with funds provided under this contract, and also may require the Contractor to refund a portion or all of any amounts paid to the Contractor under this contract.

29.5 Terms in this clause will have the meaning defined in this section or as defined in 2 CFR 200.

29.5.1 "Internal confidentiality agreement or statement" means a confidentiality agreement or any other written statement that the Contractor requires any of its employees or sub-contractors to sign regarding nondisclosure of recipient information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that Contractor employees or sub-contractors sign at the behest of a US government agency.

29.6 The Contractor must include this provision, including this paragraph (e), in sub awards and sub-contracts funded under this contract.

30. Mandatory Disclosures. Contractor must disclose, in a timely manner and in writing to RELIEF INTERNATIONAL and to the USAID Office of Inspector General all violations of federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Federal Award.

Disclosures must be sent to: Relief International's Country Director, or via email to incidents@ri.org

Disclosures to USAID must be sent to:
U.S. Agency for International Development
Office of the Inspector General

P.O. Box 657, Washington, DC 20044-0657

Phone: 1-800-230-6539 or 202-712-1023

Email: ig.hotline@usaid.gov

URL: <https://oig.usaid.gov/content/usaid-contractor-reporting-form>

31. Anti-Discrimination and Equal Opportunity. USAID policy requires that the contractor not discriminate against any beneficiaries in implementation of this contract, such as, but not limited to, by withholding, adversely impacting, or denying equitable access to the benefits provided through this contract on the basis of any factor not expressly stated in the contract. This includes, for example, race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, disability, age, genetic information, marital status, parental status, political affiliation, or veteran's status. Nothing in this provision is intended to limit the ability of the contractor to target activities toward the assistance needs of certain populations as defined in the contract.

32. Flow Down Required. The Contractor agrees to incorporate the terms of "Donor Required Terms and Conditions - USAID" word-for-word in all of its sub-contracts funded under this Contract, if any.