

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 these 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 Party must state the Contract title and identification number, and must be sent by post, fax, e-mail or hand delivered to the Contracting Party.

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 shall comply with the following Contracting Party Policies, which are available upon request: Child Protection Policy, Conflict of Interest Policy 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 6.1.

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

9.1 In the case of failure by the Contractor to fulfil its obligations under the Contract 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 or Services by the agreed delivery/ performance date or dates, the Contracting Party may, after giving the Contractor 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 the Contracting Party may hold the Contractor 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 the Contracting Party.

9.2 Contracting Party may terminate this Contract and/or the Order immediately upon at any time should the mandate or the funding of Contracting Party be curtailed or terminated, in which case the Contractor shall be reimbursed by the Contracting Party for all reasonable costs incurred by the Contractor 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 The Contractor shall not assign this Contract, in whole or in part, without the prior written consent of RI. With RI's written consent. The 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 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. A child is defined in the Convention as every human being below the age of eighteen years unless under the law applicable to the child, majority is attained earlier. 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

- 20.1 The Contractor represents and warrants that it is in compliance with all applicable laws and regulations in force at its place of incorporation.
- 20.2 The Contractor covenants that during the term of this Contract it shall abide by, and take all measures necessary to enable it to be in compliance with all laws and regulations applicable to this Contract and to the Goods and the Services, including without limitation applicable environmental and data protection laws and regulations.
- 20.3 The Contractor represents and warrants that: (a) it is in compliance with all laws, statutes, and regulations restricting persons from dealing with any individuals, entities, or groups subject to sanctions imposed by the United States Office of Foreign Asset Control ("OFAC"), the United Kingdom, the European Union or the United Nations; and (b) it does not deal with any individuals, entities, or groups subject to OFAC, UK, European Union or United Nations sanctions or any other persons known to the Contractor to support terrorism or to have violated US, UK, EU or UN sanctions or any similar publicly-disclosed terrorist or terrorism-related sanctions of other nations.

21. GOVERNING LAW

The construction, validity, performance and effect of the Contract 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 each of its employees, and any Subcontractor and its employees 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.) Contracting Party 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 Contracting Party. d.) Contracting Party 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, Contract Party 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/qa_sanctions_list.shtml) or the EU Consolidated List of Sanctions or the HM Treasury Sanctions List.

25. NOT DEBARRED OR SUSPENDED. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, excluded or otherwise disqualified from participation in this Contract or in any transaction funded by any US Government or European Union or UK department or agency, or a government department, agency or entity in any place where this Contract will be wholly or partially performed.

26. LOBBYING; POLITICAL ACTIVITY.

- 26.1 Contractor certifies that no payments under this Contract shall be used, directly or indirectly to (a) carry on any lobbying activities to influence (in support of or in opposition to) legislation at any level of government, either through efforts to influence legislators or any official in a public function themselves or through efforts to influence the views of your members or the general public on legislative matters, or (b) pay any person or entity for influencing or attempting to influence any government officials.
- 26.2 No payments under this Contract shall be used, directly or indirectly, to participate or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office or any political party, including the publishing or distribution of statements.

27. ACCESS TO BOOKS AND RECORDS. The Contracting Party, any of its designated representatives, and any donor to Contracting Party whose contributions are funding any portion of this Contract, 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 location where the work is performed 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 the Contracting Party 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 RIs integrity hotline at incidents@ri.org or <https://www.ri.org/providing-safe-programs-reporting-ethical-violations/> or to the human trafficking hotline +1 844 888 FREE(3733) or email help@befree.org.

29. WHISTLEBLOWER PROTECTION PROGRAM.

- 29.1 In accordance with the Contracting Party's *Whistleblower Policy*, no person or entity who reports a violation or incident will suffer adverse consequences, or otherwise discriminated against as a reprisal for reporting in good faith.
- 29.2 The Contractor must inform its personnel working under this Contract in the predominant native language of the workforce that they are afforded the employee whistleblower rights and protections provided under the Contracting Party's *Whistleblower Policy* as well as under the laws and regulations of certain governmental donors to Contracting Party.
- 29.3 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, sexual misconduct, or other misconduct in relation to the performance of this Contract.
- 29.4 The Contractor must notify current employees and sub-contractors that prohibitions and restrictions of any pre-existing internal confidentiality agreements or statements covered by this provision, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this section 29, are no longer in effect.
- 29.5 If the Contracting Party determines that the Contractor is not in compliance with the requirements of this provision, the Contracting Party may, at its sole discretion, suspend or terminate the Contract. Further, the Contracting Party 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.
- 29.5.1 "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 government agency. The Contractor must include this provision, including this section 29, in sub awards and sub-contracts funded under this contract

30. MANDATORY DISCLOSURES. Contractor must disclose, in a timely manner and in writing to all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Contract to the Contracting Party and/or to the relevant donor governmental entities in accordance with Contracting Party's *Ethics and Security Incident Reporting and Management Policy*.

31. ANTI-DISCRIMINATION AND EQUAL OPPORTUNITY. Contracting Party's policy requires that the Contractor not discriminate against any persons in connection with the 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, and any other protected status. Nothing in this provision is intended to limit the ability of the Contractor to target activities toward the assistance needs of certain populations, in any, specifically defined in the Contract.

32. FLOW DOWN REQUIRED. The Contractor agrees, upon request by Contracting Party, to incorporate the terms of donor required terms and conditions in all of its sub-contracts funded under this Contract, to the extent required by the donor(s) whose contributions are funding this Contract.