

Other Contract Provisions Required by Law or MC's Donor

Mercy Corps, in accordance with donor regulations, requires certain certifications and provisions, set forth herein, to be included in all contracts.

Liability/Indemnity

The Contractor acknowledges that DFID will not be held responsible for or in relation to the activities of the Contractor under this Contract.

Right of Access/ Audit

The Contractor shall permit Mercy Corps, its donor, DFID (UK), and/or the UK's National Audit Office and/or any of their duly authorized representatives, access to project sites and relevant records, including books, documents, papers (including in electronic format) for the purpose of monitoring, evaluation and audit. Such verification or audit may take place at any time during this Contract and up to seven years after final payment made under this Contract.

Anti-Corruption and Anti-Bribery

The parties recognize that Mercy Corps has a zero tolerance approach to bribery and corruption. The Contractor will comply with all relevant anti-bribery and anti-corruption laws (including the UK Bribery Act 2010) and comply with the principles of Mercy Corps' Anti-Corruption and Anti-Bribery Policies, or equivalent policies, including: (a) not accepting or offering a bribe or facilitation payment; and (b) reporting immediately to Mercy Corps any bribery issues which the Contractor becomes aware of during this Contract; and, at the reasonable request of Mercy Corps, confirming in writing that they have complied with this clause and provide any information reasonably requested in support of such compliance. MC recognizes that in complying with this clause, the Contractor is not expected to risk life, limb or freedom.

Cancelation of the Contract

If any illegal or corrupt practices were or are committed in the award or execution of this Contract, including if any offer, gift, payment, contribution or benefit of any kind was accepted as an inducement or reward for the award or execution of this Contract, this Contract will be cancelled with immediate effect, in which case Mercy Corps will return to the Contractor any items delivered and the Contractor will return to Mercy Corps any funds paid (at each of their own cost, unless otherwise agreed).

Confidentiality

The Contractor acknowledges that Mercy Corps has reporting obligations to DFID. Accordingly, the Contractor consents to Mercy Corps sharing information about the Vendor or the Services with DFID as required.

Conflict of Interest

- (a) The Contractor shall take all reasonable precautions to avoid any conflict of interests and shall inform MC without delay of any situation constituting or likely to entail a conflict of interests.
- (b) There is a conflict of interests where the impartial and objective exercise of the functions, tasks and activities under this Contract is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with another person or party.

Principle of Ethical Procurement

The Contractor acknowledges that Mercy Corps must comply with DFID's principle of Ethical Procurement including adhering to the minimum ethical standards of the avoidance of child labour, and the respect of basic social rights and working conditions based on international labour standards.

Child Protection

The Contractor acknowledges that, under the Donor Contract, the recipients of funds are required to have a robust child protection policy and mechanisms to monitor its adherence and that it is important that a focus on child protection is maintained throughout the lifecycle of the Project. The Donor reserves the right to ask for the relevant child protection policy and mechanisms and test that they are implemented during the life of the Project.