

Other Contract Provisions Required by Law or MC's Donor

Mercy Corps has received funding from the Swedish International Development Cooperation Agency - SIDA, designated herewith as the Donor. Mercy Corps, in accordance with the Donor regulations under which this contract is executed, requires certain certifications and provisions, set forth herein, to be included in all contracts.

Liability/Indemnity

Under no circumstances nor for any reason whatsoever will the Donor be held liable for damages as a result of the work pursuant to this Contract.

Right of Access/ Audit

- (a) The Contractor will be responsible for holding all invoices, receipts and financial and accounting documents relating to this Contract for at least seven years following final payment made under this Contract.

- (b) The Contractor will allow Mercy Corps or the Donor (or any other organisation authorised by the Donor) access to the location where the Contractor is based or any location where the Services are being implemented and to all documents, information and other material related to this Contract (including in electronic format), necessary to assess, or audit the implementation of the project and compliance with this Contract. Such audit may take place at any time during this Contract and up to seven years following final payment made under this Contract.

Confidentiality

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

Anti-corruption

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.

Mercy Corps recognizes that in complying with this Clause, the Contractor is not expected to risk life, limb or freedom.

Principle of Ethical Procurement

The Contractor acknowledges that Mercy Corps must comply with the Donor'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.