This MASTER SERVICES AGREEMENT entered into as of ________ by and between Mercy Corps ("MC" or "Mercy Corps") / Jordan a Foreign Association Branch duly registered under No. 2006011100010 at the Associations' Registrar / Ministry of Social Development, having a principle address of business at Building No. 8, Tabasheer 3 Street, 7th Circle, Amman, Jordan, represented for the purposes of this Agreement by Hunter Keith, Country Director (hereinafter referred to as "Mercy Corps") and ____________________________________________ ("Contractor") as follows:

1. Master Agreement; Specific Services.
From time to time, Mercy Corps may request services from Contractor. For each occasion on which Contractor is willing to provide requested services, the parties will enter into a task order ("Task Order" or "TO") which will describe the services to be performed and the period for performance and which will be substantially in the form attached hereto as Exhibit A. Contractor must notify Mercy Corps within the Task Order Offer Period time specified in Schedule I if it accepts a Task Order, rejects a Task Order or requires changes to a Task Order. Mercy Corps may reject any acceptance or request for changes that Mercy Corps receives after the Task Order Offer Period has expired.

2. Additional Terms and Defined Terms.
Additional Terms are specified in Schedule I hereto (the "Additional Terms"). The terms in Schedule I are incorporated in this Agreement by this reference. The following additional defined terms are included in Schedule I: Task Order Offer Period, Authorized Representative, Key Personnel, Payment Terms, Services, TO and Scope of Work (SOW). "Agreement" means this Master Services Agreement and Schedule I, in each case as amended, modified or supplemented from time to time. Other terms may be defined throughout this Agreement as
This is only Mercy Corps’ standard template for master service agreement contract. Some terms might be added or removed based on the nature of the provided service and its value. If any inconsistency was found between the terms in this template and the ones in the RFP, the RFP terms and conditions shall prevail.
3. Delivery of Services.

a. Contractor will perform the Services, and Mercy Corps will pay for the Services, in accordance with the terms and conditions set forth in this Agreement and each TO.

b. Contractor will perform all Services through the services of Contractor’s employees. Contractor will not delegate or subcontract any Services to provide to Mercy Corps without Mercy Corps’ prior written consent. Contractor agrees including the specific individuals named (if any) as Key Personnel in the Additional Terms is a material part of the bargain. Contractor will not change the Key Personnel without prior notice and an amendment to the Additional Terms specifying the change. Mercy Corps may withhold its consent to substitute personnel using its sole discretion.

4. Compliance with TOs and Changes to TOs. Services will be provided strictly in accordance with each TO. No deviation, submission or change is permitted without Mercy Corps’ prior written consent; provided that Mercy Corps may terminate, suspend, increase or decrease the scope of Contractor’s performance under a TO by written notice to Contractor specifying the changes. Unless mutually agreed, a change to a TO by Mercy Corps does not apply to Services timely and fully delivered and performed before the date of the change. If any change causes an increase or decrease in the cost of, or the time required for, Contractor’s performance, an equitable adjustment may be made in the TO or Payment Terms or both, if such adjustment is set forth in an amendment signed by Mercy Corps’ and Contractor’s Authorized Representative.

5. Non-Exclusivity. This Agreement is not intended to create an exclusive relationship between the parties. Unless the Additional Terms specify a minimum purchase of services, Mercy Corps is not obligated to issue any Task Order to Contractor. If the Additional Terms specify a minimum purchase of services, Mercy Corps shall be obligated only to issue a TO(s) for the specified.

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minimum purchase amount.

6. Invoicing and Payment.

a. Contractor will submit invoices to Mercy Corps in accordance with the invoicing schedule and invoicing delivery terms set forth in the Additional Terms. Each invoice will include (i) the Contract Number and TO number; (ii) Contractor’s name and address; (iii) a description of the Services performed; (iv) the dates such services were performed; (v) if applicable per the Additional Terms, an itemization of the specified increments of time worked; (vi) if applicable per the Additional Terms, properly reimbursable expenses (if any) incurred along with receipts for such expenses; and (vii) such other information as Mercy Corps may reasonably request. Invoices will only be deemed received on the date they are delivered to Mercy Corps’ Authorized Representative pursuant to the Payment Terms. If Mercy Corps determines that Services that are the subject of an invoice have not been performed in accordance with the Additional Terms, Mercy Corps may dispute the invoice by sending Contractor notice of such dispute after Mercy Corps receipt of the invoice. Such notice shall clearly state the specific Services disputed, and Mercy Corps’ reason for disputing the performance of the Services. If both parties accept the dispute of the invoice, they shall agree in writing as to the steps required of Contractor to ensure that the performance of the disputed Services is subsequently completed in accordance with the Additional Terms, and the time required of Contractor to complete the Services.

b. Except as otherwise provided in the Additional Terms, Mercy Corps will pay each invoice (or adjusted invoice if the subject of dispute) in accordance with the Payment Terms within 30 days after the later of (i) receipt of the invoice or (ii) resolution of the items set forth in the notice of disputed charges.

c. Mercy Corps may off-set any amount it owes Contractor against any amount Contractor owes Mercy Corps.

7. Taxes, Duties and Expenses.
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### Representations, Warranties and Additional Covenants

Contractor represents and warrants to Mercy Corps and covenants with Mercy Corps as follows.

a. Contractor has full rights and authority to enter into and perform its obligations under this Agreement. Contractor's performance will not violate any agreement or obligation between Contractor and any third party.

b. Contractor has the requisite skills to perform the Services in accordance with this Agreement.

c. Contractor possesses all governmental and other certifications and licenses necessary to perform the Services in accordance with this Agreement. Performance by Contractor of its obligations under this Agreement will not infringe on any patent, copyright, trademark, trade secret or other proprietary right of any third party.

d. Contractor will comply with all applicable law, regulations and rules in the performance of its obligations under this Agreement.

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7. The Terms and Conditions of this Agreement, including but not limited to, the provisions regarding performance, compensation, and other obligations, shall be governed by the laws of the [insert applicable jurisdiction].

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8. The representations, warranties, and covenants set forth herein are true and correct as of the date hereof, and shall remain true and correct until the completion of the Services.

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**This document is a standard template for master service agreement contracts and may require additional terms based on specific service requirements.**
e. Contractor has not, and will 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 (http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx) or the United Nations Security designation list (http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml).

f. Contractor will comply with and train its employees in all applicable laws against bribery, corruption, inaccurate books and records, inadequate internal controls and money-laundering, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. Contractor has not and will not offer or give any employee, agent, or representative of Mercy Corps anything of value to secure any business from Mercy Corps or influence such person to alter the terms, conditions, or performance of any contract with or purchase order from Mercy Corps, including but not limited to this Agreement.

g. Contractor, including its owners or employees, does not own, directly or indirectly, any other company that was competing for award of this Agreement or any TO. Contractor did not seek or obtain confidential information related to the award of this Agreement or any TO from any Mercy Corps employee, agent or representative. Contractor did not collude or conspire with any other individual or entity to limit competition for the award of this Agreement or any TO, to set prices being offered or in any other way to interfere with free and open competition.

h. Contractor is not owned in whole or in part, directly or indirectly, by any immediate or extended family member of any Mercy Corps employee, agent or representative, or, if so owned, Contractor fully disclosed such relationship and any potential conflict of interest has been waived, in writing, by MASTER PURCHASE AGREEMENT No. [TO ADD]
Mercy Corps.

i. Contractor has not engaged in, and will not engage in, any of the following conduct: (A) 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); (B) procuring a commercial sex act; or (C) using forced labor.

j. Contractor is not the subject or any governmental or donor investigation and has not been debarred or suspended by any government, governmental agency or donor.

9. Independent Contractor. The parties intend to be independent contractors. Contractor will be solely responsible for and have control over the means, methods, techniques, personnel and procedures for performing the Services. Neither party will be deemed an agent or partner of the other party.


a. “Work Product” means any and all (1) intellectual property, intellectual property rights, materials, tangible personal property and other work product that Contractor creates (or has The results and proceeds of the Second Party's services and all ideas of the Second Party in connection with the tasks specified in this Agreement, including without limitation all material composed, submitted, added, created, or interpolated by the Second Party, from the inception of creation and irrespective of the stage of development or completion of any work (collectively, hereafter the “Work”), which the Second Party acknowledges may have been or may be rendered in collaboration with others engaged by the First Party, shall be deemed a work-made-for-hire specifically ordered by the First Party, and the Second Party hereby further acknowledges that all of the Work has been paid for by First Party and is the sole property of First Party for any and all purposes whatsoever.

MASTER PURCHASE AGREEMENT No: [TO ADD]

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b. Contractor will promptly disclose in writing to Mercy Corps all Work Product that Contractor creates, alone or jointly with others, in the performance of its obligations under this Agreement.

a. Contractor hereby irrevocably assigns and transfers to Mercy Corps (i) all rights, title and interest in all Work Product, (ii) all related rights and remedies, and (iii) all claims (for damages or otherwise) and causes of action with respect to any Work Product.

b. Contractor hereby irrevocably waives and agrees never to assert any Moral Rights that may exist anywhere in the world in or with respect to any Work Product, including claims for damages and other remedies. “Moral Rights” means any and all right to claim authorship to or to object to any distortion, mutilation or other modification or other derogatory action in relation to a work, whether or not such action would be prejudicial to the author’s reputation, and any similar right, existing under common or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or generally referred to as a “moral right”.

11. Confidentiality. Contractor will maintain, and cause each of its employees and others it involves in performing its obligations under this Agreement to maintain, the confidentiality of: (i) any information Mercy Corps provides to Contractor that Mercy Corps identifies as confidential; (ii) the terms and conditions of this Agreement (including all Statements of Services); and (iii) nonpublic information regarding Mercy Corps’ policies and practices. Upon Mercy Corps’ request, Contractor will return to Mercy Corps all confidential information provided by Mercy Corps to Contractor.

12. Indemnification. Contractor will indemnify Mercy Corps and each of its officers, directors, employees, representatives and agents (each, an “Indemnitee”), and hold them harmless from, any and all losses, claims, damages, liabilities, any government or donor investigations, fines or penalties and related expenses (including incidental and consequential damages and reasonable attorneys’ fees, whether incurred at the investigative, trial or appellate level or

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ميرسي كور كور عن كافة منتجات العمل التي
يبتكرها المماول، سواء وحده أو بالشارك مع
الغير، في تنفيذ التزاماته بموجب هذه الاتفاقية.

ج. يتنازل المقال بوجب هذه الاتفاقية وبشكل
لا يقل الرجوع عنه بyscale إلى مرسى كور (1)
كافة الحقوق وحقوق الملكية والامتيازات المترتبة
على كافة محتويات الأعمال، (2) كافة الحقوق
وتتناسب التوصيفية المتعلقة بها (3) كافة
المطالبات (عن الأضرار أو خلاف ذلك)
وأسباب رفع الدعاوى فيما يتصلا بموجب
الأعمال.

د. يتنازل المقال بجسم هذه الاتفاقية وشكل
لا يقل الرجوع عنه ويوافق على عدم الاستحكار على أي حق معنوي
قد يكون له في أي مكان في العالم على أو فيما
يحصل محتوي العمل، بما في ذلك المطالبة
بتعويض عن الأضرار وغير ذلك من التدابير
التوصيفية، ويعتبر "الحقوق المعنوية" أي كافه
الحقوق في المطالبة بحق في العمل إلى مؤلفه
والحق في الاستعراض على أي تشويه أو أي
تعديل أو أي تصرف بالعمل سواء كان هذا
العمل مخالاً بإعداد المؤلف أو لم يكن أي
حق شعب يملي والقانون العربي أو المدون
لأي دولة في العالم أو بموجب أي اتفاقية بعض
النظر عما إذا كان هذا محصصًا أو يشارك
إليه بشكل عام بـ "الحق المعنوي".

11. السرية: يحترم المقال ويدعي حفاظ موفديه وغيرهم
من المخزنين في تنفيذ التزاماته بموجب هذه الاتفاقية
على سرية ما يلي (1) أي معلومات تقدموه مرسى كور
إلى المقال إذا أشارت مرسى كور بسرتيها (2) أحكام
ورشوة هذه الاتفاقية (3) المعلومات غير المقدمة للامة
بخصوص سياسات وممارسات مرسى كور، وبإذن على
طلب مرسى كور، يعد المقال إلى مرسى كور كافة
المعلومات السرية التي قدمتها إليه.

12. ضمان التعرضات: يضمن المقال ما تتعرض له
مرسي كور وموفديه وشركائها ومورديها ومثلها
بوج حماية الخسائر والمطالبات والأضرار والمسؤوليات
والتحقيقات الحكومية أو ذلك التي ناشرتها الجهات الملاحية،
والغرامات أو العقوبات من غير ذلك ذات الطابع،
بما في ذلك الأمور العرضية والتبادلة والائتمام المحسوب
المعوول سواء تم تبديدها في مراحل التحقق أو المحاكمة أو
MASTER PURCHASE AGREEMENT No. [TO ADD]
13. Termination and Remedies.

a. Provided no TO is outstanding and remains to be performed by either party, this Agreement may be terminated by either party upon 30 days prior written notice to the other party.

b. Any TO may be terminated under the following circumstances:

   i. by both Parties on mutual written agreement of the Parties;

   ii. by either Party for its convenience with written notice and after the Termination Notice Period specified in the Additional Terms has expired;

   iii. by Mercy Corps immediately upon written notice in the event Mercy Corps’ donor(s) terminates or withdraws funding that Mercy Corps would use to pay Contractor under the Additional Terms;

   iv. by either Party due to the non-terminating Party’s breach of this Agreement and failure to correct such breach within 15 days prior notice of such breach;

   v. be either Party upon written notice if a force majeure event, including any not reasonably foreseeable war, insurrection, change in law or government action or inaction, strike, natural disaster or similar event, prevents the terminating Party from being able to fulfill its otherwise) incurred by any Indemnitee or asserted against any Indemnitee by any third party or by Contractor arising out of, in connection with, or as a result of this Agreement, any failure by Contractor to fully perform its obligations under this Agreement or any breach by Contractor of any of its representations and warranties under this Agreement, provided that such indemnity will not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses resulted from the gross negligence or willful misconduct of such Indemnitee.

   13.1. The parties and any Indemnitee or Indemnified party may assert against a third party any defenses, offsets, credits, or other actions that such person has or may have against such third party.

   13.2. No Indemnitee party shall settle any claim, action, or proceeding against any third party without the prior written consent of Mercy Corps.

   13.3. The Indemnitee shall cooperate fully with Contractor and any available Indemnified party in connection with the defense or settlement of any claim, action, or proceeding.

   13.4. The Indemnitee shall give written notice to Contractor of any claim, action, or proceeding against the Indemnitee by any third party in a timely manner.

   13.5. The Indemnitee shall be entitled to participate in any negotiation, mediation, or arbitration with the third party.

   13.6. The Indemnified party shall be entitled to bring an action against any person for the recovery of any deduction or payment made.

   13.7. The Indemnitee shall be entitled to bring an action against any person for the recovery of any deduction or payment made.
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obligations under this Agreement; or

vi. by Mercy Corps immediately upon written notice if Mercy Corps, using its sole discretion, determines that Contractor has or will breach any of its warranties, covenants or representations in this Agreement, in which case Mercy Corps may withhold any and all amounts owed to Contractor until such breach is remedied.

In the event of termination due to Contractor’s breach or by Contractor for Contractor’s convenience, Mercy Corps will not be obligated to pay Contractor for any partially completed work. In the event termination is due to Mercy Corps’ breach, by Mercy Corps for Mercy Corps convenience, due to force majeure event, or due to loss of funding, Mercy Corps will be obligated to pay Contractor for its reasonable, pro-rated costs of work completed and expenses properly incurred prior to termination. However, Mercy Corps will not be responsible for any expenses incurred in anticipation of termination or suspension.

If Mercy Corps determines that Contractor has or will breach any of its warranties, covenants or representations in this Agreement, Mercy Corps may, in addition to any other remedies for such breach available at law or in equity, terminate this Agreement.

14. Penalties: If the Contractor does not honor the contracted deadline for completion of all works or delivery of goods/services, Contractor may pay to Mercy Corps penalty equal to 0.5% of the total maximum value of the Contract, for each Day of delay calculated starting on the Completion Date until Substantial completion. Penalty amount will be withheld (offset) from any payment due to Contractor. The total penalties will not exceed 15% of the actual contract value. Any such penalties will be imposed as exercisable at Mercy Corps’ discretion and may be waived off by Mercy Corps, if a valid justification/reasons are provided in writing which were beyond control of the vendor and such justification/reasons are accepted/approved by Mercy Corps in writing.

15. Dispute Resolution. Any unresolved dispute or claims will be settled by arbitration administered by the International Centre for Dispute “Resolution” in accordance with the

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International Arbitration Rules. The number of arbitrators will be one. The place of arbitration will be Amman, Jordan. The language of the arbitration will be English.

16. Access to Books and Records. Mercy Corps, its donors (including, if applicable, USAID, and the Comptroller General of the United States) and any of their respective representatives will have access to any books, documents, papers and records of Contractor that are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions for a period of seven years following the completion of the final TO issued by Mercy Corps under this MSA.

17. Additional Donor Terms and Conditions. The Donor Terms (if any) are incorporated in this Agreement by reference and are fully binding on Contractor and Mercy Corps. In the event of a conflict between the Donor Terms and any other provision of this Agreement (including any Additional Terms of TO) or any other document between Contractor and Mercy Corps, the Donor Terms will prevail.

18. Miscellaneous.

a. This Agreement and the rights and obligations of the parties hereto will be governed by and construed in accordance with the laws of the Hashemite Kingdom of Jordan (exclusive of the United Nations Convention on Contracts for the International Sale of Goods), without regard to the conflict of laws provisions thereof.

b. No right or obligation under this Agreement (including the right to receive monies due) will be assigned without the prior written consent of Mercy Corps. Any assignment without such consent will be void. Mercy Corps may assign its rights under this Agreement.

c. All notices provided for herein will be in writing and will be delivered by hand or overnight courier service, email or fax in accordance with each party’s contact information set forth on the Additional Terms. Notices will be deemed to have been given when received, provided that notices sent by email or fax will be deemed received when sent (except
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that, if not sent during normal business hours for the recipient, will be deemed received at the opening of business on the next business day for the recipient).

d. Time is of the essence of each and every obligation of Contractor under this Agreement.

e. If any provision of this Agreement is prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any remaining provisions of this Agreement.

f. Except as otherwise provided above, this Agreement may be amended or modified only by a written document signed by both parties. This Agreement constitutes the entire contract between the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof.

g. No failure on the part of Mercy Corps to exercise, and no delay in exercising, any right, power, privilege or remedy under this Agreement will operate as a waiver thereof; nor will any single or partial exercise of any such right, power, privilege or remedy preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy. The rights and remedies under this Agreement are cumulative and not exclusive of any rights, powers, privileges and remedies that may otherwise be available to Mercy Corps.

h. The warranty, representations, dispute resolution, confidentiality and indemnification provisions of this Agreement will survive the termination, cancellation or expiration of this Agreement.

i. In the event that there is a conflict in terms between this Master Services Agreement and any TO, the terms in MASTER PURCHASE AGREEMENT No. [TO ADD]
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the Master Services Agreement shall prevail unless the changed terms in the TO specifically state the section of the Master Services Agreement or Additional Terms that the TO is changing, in which case the new terms in the TO shall prevail only as

**MERCY CORPS**

By: __________________________
Name: _________________________
Title: __________________________
Date: __________________________

**CONTRACTOR**

By: __________________________
Name: _________________________
Title: __________________________
Date: __________________________

**FINANCIAL REVIEW**

By: __________________________
Name: _________________________
Title: __________________________
Date: __________________________
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**SCHEDULE I**

**ADDITIONAL TERMS**

1. **Term:** This Agreement shall have an effective date of [XXX] and, unless earlier terminated in accordance with Section 13, an expiration date of [XXX] [1 year].

2. **Offer Period:** [XXX] business days ("Task Order Offer Period").

3. **Services:** In accordance with the terms of the Agreement, Contractor agrees to perform the following services in the following manner.

   a. **Background:** [Include background information on the program(s) under which this contract falls, identifying where in the program objectives these services will be supporting. Describe the context in which the contract will be working. This may be similar to what was included in the RFP/RFP.]

   b. **Scope of Work:** [Include a narrative description of the work being performed under this contract that outlines the general tasks which will be requested for under task orders. Include a detailed description of the individual deliverable(s)/Task Orders, if known, the standard the work must be completed to, any specifications, how it must be completed, etc. Deliverables, if known, should be as tightly defined as possible to ensure that we receive the intended value and so as to limit miscommunication and litigation. If deliverables are not yet known, be as descriptive as possible as to the types of work or deliverables that will be done. If possible, use illustrative deliverables or task orders.]

   The term “Services” means all services, including delivery of all deliverables, described in all Task Orders.

4. **Pricing:** [Include type of pricing, e.g. fixed price per TO, fixed price per deliverable type, cost reimbursable, or fixed daily rates plus expenses, etc. Refer to the Service Agreement template for more guidance regarding Cost Reimbursable or Time and Materials pricing.]

5. **Invoicing & Payment Terms:** [Upon acceptance of each Task Order or deliverable] [Within [X] days at the end of each month] Contractor will submit an Invoice in accordance with pricing as specified in the Agreement. Mercy Corps will make payment to Contractor for all sums not in dispute within 30 days of receipt of Contractor’s invoice(s) (the “Payment Terms”).

6. **Key Personnel:** [If applicable, include a list of the Contractor’s personnel (either by name or position, ideally both) that are key to the bargain and MASTER PURCHASE AGREEMENT No. [TO ADD]
This is only Mercy Corps’ standard template for master service agreement contract. Some terms might be added or removed based on the nature of the provided service and its value. If any inconsistency was found between the terms in this template and the ones in the RFP, the RFP terms and conditions shall prevail.

7. Reimbursable Expenses: [If applicable, include a description of the expenses that the Contractor can incur and charge Mercy Corps for above and beyond the price for services. If not applicable, note “Not Applicable” here].

8. Authorized Representatives and Contact Information:
   a. Mercy Corps: Only the following Mercy Corps employees are authorized to agree to any amendment of the Agreement, a new Task Order or an amendment to a Task Order:

      Attn: _____________________________
      Fax: _____________________________
      Email: ____________________________

      Only the following Mercy Corps employees are authorized to receive invoices, accept or reject Services or sign SCRs.

      Attn: _____________________________
      Fax: _____________________________
      Email: ____________________________

   b. Contractor: Contractor’s authorized representative for all purposes is:

      Attn: _____________________________
      Fax: _____________________________
      Email: ____________________________

9. Termination for Convenience Notice Period:

   ____________  (the “Termination Notice Period”).
10. Donor Terms: [If applicable, include the following statement here: The Donor Terms set forth in Schedule II to the Agreement are hereby incorporated in the Agreement by reference].
SCHEDULE II

DONOR TERMS

INSTRUCTION TO DELETE AFTER READING

Add the appropriate "Donor Terms":

1. For USG, DFID, and EU donors, access the Required Contract Provisions here in the Digital Library.

2. For GAC, UN, or other donor funding, please reach out to the HQ Compliance Help Desk for assistance.

3. For agreements that incorporate multiple donors, please review each donor’s terms and incorporate them into the Agreement. If there is a conflict between donor terms, please contact HQ Compliance Help Desk for assistance.

*************************************************************

INSTRUCTION TO DELETE AFTER READING

There are 3 options for Exhibit A:

- Fixed Price
- Cost Plus Fixed Fee (Cost Reimbursement)
- Time & Materials – Fixed Labor Rates

Please complete the appropriate option and delete the other options.

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**EXHIBIT A**

**FORM TASK ORDER - FIXED PRICE**

Task Order No. __________

1. Contractor: __________________________

2. Master Service Agreement No.: __________

3. Statement of Work (the “SOW”): In accordance with the terms of the above-referenced Master Services Agreement, Contractor agrees to perform the following services in the following manner:
   a) Task Order Scope of Work: [Include a narrative description of the work being performed under this contract that fully outlines all of the tasks required to achieve the deliverables]
   b) Deliverables: The Contractor shall deliver the following deliverables in accordance with the schedule set in Section 4 below:
      1. Deliverable 1: [Include a description of the individual deliverable, making sure they fit within the SOW stated in Schedule 1 of the MSA.]
      2. Deliverable 2: [add additional deliverables as needed]

4. Performance Period: This Task Order shall have an effective date of XXX and, unless earlier terminated in accordance with Section 13 of the Agreement, an expiration date of XXX. The individual due dates of each deliverable are as follows:

<table>
<thead>
<tr>
<th>Deliverable No.</th>
<th>Deliverable Description</th>
<th>Deliverable Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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المميز أو
نموذج أمر مهمة - سعر مقطوع

رقم أمر المهمة: __________

1. المقاول: __________

2. رقم اتفاقية الخدمات الرئيسية: __________

3. بيان العمل: يوافق المقاول بناء على أحكام اتفاقيات الخدمات الرئيسية المشار إليها أعلاه على تنفيذ الخدمات التالية وبشكل المبين أدناه:
   a) نطاق عمل أمر المهمة: [تتضمن وصف سردي للعمل الواجب تنفيذه بموجب العقد بحيث يبين بشكل كامل المهام المطلوبة والمخرجات]
   b) المخرجات: يسلم المقاول المخرجات التالية وفقاً للجدول المبين في البند 4 أدناه:
      1. المخرج 1: [يتم تضمين وصف المخرجات الفردية بعد التأكد من أنها تقع ضمن نطاق العمل الوارد في الجدول 1 المضاف إلى اتفاقيات الخدمات الرئيسية هذه].
      2. المخرج 2: [تضاف المخرجات الإضافية حسب الحاجة].

4. فترة التنفيذ: يكون تاريخ نفاد أمر المهمة هذا هو __________، وما لم يتم إنهاؤه بشكل مبكر بموجب المادة 13 من الاتفاقية، يلتزم نفاد أمر المهمة هذا بتاريخ __________، وتكون تاريف تسليم كل مخرج كما يلي:
**This is only Mercy Corps’ standard template for master service agreement contract. Some terms might be added or removed based on the nature of the provided service and its value. If any inconsistency was found between the terms in this template and the ones in the RFP, the RFP terms and conditions shall prevail.**