**SIMPLE WORKS CONTRACT**

**Contract No. (ADE 5838)**

THIS WORKS CONTRACT (the “Contract”) entered into as of __________ by and between MERCY CORPS, a State of Washington, U.S.A. nonprofit corporation having its principal office in Portland, Oregon, U.S.A. (“Mercy Corps”) and ________________________________ (“Contractor”) is as follows:

1. **Contractor’s Work.**
   a. Contractor will __________. The works stated above are referred to as the “Work”.
   b. Contractor is responsible for obtaining all necessary permits, for all expenses incurred by it in performing under this Contract and all taxes, duties, permit fees and other governmental charges regarding the work.
   c. Contractor will strictly comply with all of the specifications and requirements set for in the contract documents, which include the following documents and appendices (collectively the “Specifications”): (Annex A – BoQ)
   d. Contractor will comply with each of the attached Donor Terms in Schedule I.

2. **Timing.** Contract must complete the Work by XX days after both parties signed the contract.

3. **Price.** In exchange for Contractors satisfactory delivery of the fully completed Work, Mercy Corps will pay Contractor the firm and fixed price of USD __________.

4. **Inspection and Acceptance.**

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a. Mercy Corps and Owner (if applicable) will have access to the site of the Work and the right to inspect the Work at all times. If at any time an inspection by Mercy Corps or owner determines that Contractor or its subcontractors are in breach of any provision in this Contract including any failure to adhere to the Specifications, Mercy Corps will use its best efforts to timely report such breach to contractor. No inspection by Mercy Corps will relieve Contractor from its obligation to complete the Work in strict adherence with this Contract and its Specifications or waive any right or remedy that Mercy Corps has against Contractor as a result of the breach.

b. Mercy Corps will use its best efforts conduct a final inspection of the work with Contractor.

5. **Invoicing and Payment.** Contractor will submit an invoice to Mercy Corps for payment. Mercy Corps will pay Contractor YER XXX within 14 days after the work is completed to Mercy Corps’ satisfaction. Invoices must contain [(1) The contract number: ( ) (2) The description of Contractor’s Work (3) The bill of quantities as described in the (Annex A – BoQ) with the amount and quantities performed (3) Date of Completion. Mercy Corps will make payment within 14 days of receipt of receipt, with payment made via IBY and delivered to the authorized on behalf of the vendor (through cheque in name XXX). If Mercy Corps disputes any portion of the invoice due to Contractor’s breach of this Contract or failure to deliver the Work in accordance with the Specifications, Mercy Corps will notify Contractor in writing of such dispute and may pay only the portion of the invoice not in dispute and withhold payment of the disputed amount until the breach is corrected. Or Contractor forfeits that disputed amounts.

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6. **Change Orders.** The Work may be changed only be by written change order signed by both parties.

7. **Termination.** Mercy Corps may terminate this Contract for its convenience, at any time and for any reason, by providing Contractor with written notice of such termination. If Mercy Corps terminates for its convenience, Mercy Corps will pay Contractor reasonable compensation for the work performed to the date of termination. Either party may terminate this contract due to the other Party’s breach of any provision of this Contract by providing the other Party with written notice of such breach and 15 days to correct the breach. If Contractor fails to correct the breach within 15 days, upon termination, Mercy Corps will have no obligation to pay Contractor for any partially completed work.

8. **Indemnification.** Contractor will indemnify Mercy Corps and the owner of the property and each of their officers, directors, employees, representatives and agents, and hold them harmless from, any and all losses or claims, fines, penalties, government or donor investigations, including reasonable attorney’s fees related thereto, arising out of Contractor’s breach of this Contract, or Contractor’s its employees, agents or subcontractors negligent acts or omissions or willful misconduct.

9. **Independent Contractor.** The parties intend to be independent contractors. Neither party will be deemed an agent or partner of the other party.

10. **Contractor’s Representations and Additional Covenants.** Contractor represents and warrants to Mercy Corps and covenants with Mercy Corps as follow and agrees that Owner is a third-party beneficiary of these representations, warranties and covenants:

a. Contractor has full rights and authority to enter into and perform its obligations under this Contract. 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 Work.

(ب) أن المقاول يمتلك المهارات الضرورية للقيام بالاعمال الموكولة إليه.

c. Contractor possesses all governmental and other certifications and licenses necessary to perform its obligations under this Contract.

(ج) أن لدى المقاول كافة التراخيص والحقوق اللازمة لتلبية موجبات هذا العقد.

The Contractor is required to secure his comprehensive insurance, including Equipment and employees on anything, including against the claim of any third party, nor Mercy Corps bear any responsibility in case of any damage.

(د) يلتزم المقاول بتأمين خدمته تأمين شامل بما فيها المواد والعاملين معه ضد أي شيء بما فيها ضد المطالبة من أي طرف ثالث، ولا تتحمل المنظمة أي مسؤولية في حالة حدوث أي ضرر.

d. Contractor will comply with all applicable law, regulations and rules in the execution and performance of under this Contract.

(د) يلتزم المقاول بالامتثال لكافة القوانين واللواط وقواعد السارية في أداء التزاماته وتوفير واجباته بموجب هذا العقد. وعلى كل حال يلتزم المقاول بالالتزام بقوانين الضريبية من خلال حصوله على البطاقة الضريبية سارية المفعول، وسداد كافة الضرائب والرسوم المرتبطة على هذه الاتفاقية.

e. (i) Contractor has visited the project site where the Work is to be performed and become familiar with the local conditions (including existing structures) under which the work is to be performed, (ii) the payment terms are reasonable compensation for the work, (iii) the time for performing the work is adequate and reasonable, (iv) Contractor has satisfied itself as to the nature, location, character, quality and quantity of the work and the labor, materials, equipment, goods, supplies, work, services, and other items to be furnished; and (v) contractor understands the Specification will comply with their requirements. (vi) Contractor has done his due diligence for any emergency conditions or obstacles holding complete responsibility for overcoming them, without any liability on Organization or any other third party.

(هـ ١) قام المقاول بزيارة موقع المشروع الذي سيتم فيه تنفيذ الأعمال، محل هذا العقد، وتعريف على الظروف المحيطة بالموقع، وحالة الموقع وتوفيره (بما في ذلك الهياكل القائمة) والتي سيتم على ضمونها تنفيذ هذه الأعمال و (٢) تعد شروط الدفع في شكل تعويضات معقوله مقابل ما يتم تنفيذه من أعمال (٣) تم منح المقاول وقت كاف ومقولات لإنجاز تلك الأعمال و (٤) لقد أظهر المقاول رضاه حول طبيعة الأعمال وموضوعها وصفاتها وجودتها وكيفيات الأداء المطلوبة لتنفيذها والمواد والمواد المستخدمة في إنجازها وغيرها من الخدمات واللوازم المطلوبة توفيرها للتنفيذ، و (٥) يدرك ويفهم المقاول أنه من الضروري أن تكون المواصفات مطابقة مع متطلبات العمل، و (٦) ويدرك المقاول أنه قد عمل حسابه على أي ظروف طارئة أو أي عوائق يتحمل مسؤولية تجاوزها المقاول وحده، دون تحمل المنظمة أو أي طرف آخر أي مسؤولية.

f. All materials and equipment furnished under this Contract will be of good quality and new, the Work will be performed in a skilled, high quality, and workmanlike manner, the Work will be free from defects not inherent in

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the quality required or permitted, and the Work will be performed and completed strictly in accordance with the requirements of this Contract.

g. Contractor will keep the project site and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Contract, and will remove such items from the project site upon completion of the Work. And commits to protect work site and works done until final handover to Organization.

h. 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).

i. 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 Contract.

j. Contractor will not and has not offered or provided any government official with any bribe in relation to this Contract or the Work.

k. Contractor does not own, directly or indirectly, any other company that was competing for award of this Contract. Contractor did not seek or obtain confidential information related to the award of this Contract from any other company.

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<td><strong>Mercy Corps employee, agent or representative.</strong> Contractor did not collude or conspire with any other individual or entity to limit competition for the award of this Contract, to set prices being offered or in any other way to interfere with free and open competition.</td>
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| 1. Contractor and its subcontractors are 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 Mercy Corps. |

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<th>11. Miscellaneous.</th>
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<td><strong>a. This Contract may be amended or modified only by a written document signed by both parties. This Contract constitutes the entire contract between the parties regarding the work.</strong></td>
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| b. The Parties agree to try to settle any dispute arising under this contract mutual consent and in the spirit of good business relationships. In the event that agreement is not reached, the dispute shall be decided solely by Mercy Corps. Contractor shall be given an opportunity to timely |

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submit written evidence in support of its position. A decision by Mercy Corps shall be binding and final.

Mercy Corps has the sole right in interpreting or explaining any article in this contract and any attached statement for this contract.

c. Any right or claim to the contractor ends linked to this Convention on completion and a maximum of over 15 days from the completion date, or the date of completion of the contract, whichever is earlier, Mercy Corps will not accept any claim comes after.

d. Sections 8 and 10 will survive the termination of this Contract.

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<th>MERCY CORPS Representative:</th>
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By: ..............................................

| Name:                       | الاسم:                  |
| Title:                      | المنصب:                |
| Signature:                  | التوقيع:                |
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**Schedule II**

**Other Contract Provisions Required by Law or Mercy Corps’ Donor**

**First: Clauses from European Union**

Mercy Corps has received funding from the European Union. Mercy Corps, in accordance with the European Union regulations under which this contract is executed, requires certain certifications and provisions, set forth herein, to be included in all contracts.

1. **Liability/Indemnity**
   Under no circumstances nor for any reason whatsoever will the European Union be held liable for damages as a result of the work pursuant to this Contract.

2. **Right of Access/ Audit**
   a. The Vendor 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 Vendor will allow Mercy Corps or the European Union (or any other organisation authorised by the European Union) access to the location where the Vendor 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.

3. **Confidentiality**
   The Vendor acknowledges that Mercy Corps has reporting obligations to the European Union. Accordingly, the Vendor consents to Mercy Corps sharing information about the Vendor or the Services with the European Union as required.

4. **Anti-corruption.**
   The Parties recognize that Mercy Corps has a zero-tolerance approach to bribery and corruption. The Vendor 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-Fraud policies.

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Anti-Bribery Policies, or equivalent policies, including: (a) not accepting or offering a bribe of facilitation payment; and (b) reporting immediately to Mercy Corps any bribery issues which the Vendor 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 Vendor is not expected to risk life, limb or freedom.

5. Visibility Any information or publications, in any form and medium, including the Internet, published pursuant to this Contract must include the following text or a similar disclaimer: “This document has been produced with the financial assistance of the European Union. The views expressed herein should not be taken, in any way, to reflect the official opinion of the European Union.

6. Principal of Ethical Procurement. The Vendor acknowledges that Mercy Corps must comply with the European Union’s principle of Ethical Procurement including adhering to the minimum ethical standards of the avoidance of child labor, and the respect of basic social rights and working conditions based on international labor standards.

Second: Clauses from DFID
Mercy Corps, in accordance with donor regulations, requires certain certifications and provisions, set forth herein, to be included in all contracts

1. Liability/Indemnity The Vendor acknowledges that DFID will not be held responsible for or in relation to the activities of the Vendor under this Contract.

2. Right of Access/ Audit The Vendor 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.

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3. Anti-Corruption and Anti-Bribery  The parties recognize that Mercy Corps has a zero tolerance approach to bribery and corruption. The Vendor 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 of facilitation payment; and (b) reporting immediately to Mercy Corps any bribe issues which the Vendor 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 Vendor is not expected to risk life, limb or freedom.

4. 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 Vendor any items delivered and the Vendor will return to Mercy Corps any funds paid (at each of their own cost, unless otherwise agreed).

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

6. Conflict of Interest  a. The Vendor shall take all reasonable precautions to avoid any conflict of interests and shall inform Mercy Corps 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.

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7. **Principal of Ethical Procurement**

The Vendor 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 labor, and the respect of basic social rights and working conditions based on international labor standards.

8. **Child Protection**

The Vendor 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.

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**Third: Clauses from GAC “Global Affairs Canada”**

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

1. **All recipients of GAC International Humanitarian Assistance funding shall abide by (i) the Code of Conduct for the International Red Cross and Red Crescent Movement and Non-Governmental Organizations (NGOs) in Disaster Relief and (ii) aspire to meet the SPHERE minimum standards and/or other internationally recognized benchmarks of program quality; and have organizational codes of conduct consistent with the core principles identified in the Inter-Agency Standing Committee Plan on Protection from Sexual Exploitation and Abuse in Humanitarian Crises.**

2. **The contractor shall indemnify and save GAC harmless from and against all claims, losses, demands, damages, costs and expenses which GAC may sustain or incur in consequence or arising out of project.**

3. **Anti-Corruption.** Any offer, gift, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, been or will be made to anyone, either directly or indirectly, as an inducement or reward for the award or execution of this Agreement.
will be grounds for terminating this Agreement or taking any other corrective actions a as required.

4. Anti-Terrorism. The Organization represents that the grant funding for the purposes of the Project shall not be used to benefit terrorist groups or individual members of these groups, or for terrorist’s activities either directly or indirectly. The Organization shall refer to the s.83.01 of the Criminal Code of Canada for the definitions of the terms “terrorist group” and terrorist activity.

Fourth: Clauses from USAID

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

1. The recipient 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/aq_sanctions_list.shtml).

2. Contractor certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any US Government department or agency.

3. 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.

4. Mercy Corps, 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 USAID.

RA’ABA: بند تابع لـ USAID

4. مكافحة الارهاب. المنظمة التي تمثل هذه المنحة لاغراض المشروع لا يمكن أن تستخدم لفائدة المجموعات الإرهابية أو الأفراد التابعة لهذه المجموعات، أو أي شخص أرهاقي بشكل مباشر أو غير مباشر. ستستند المنظمة إلى القانون (s.83(01) من قانون الجنايات الكدير) والذي يعرف مصطلحات “مجموعات إرهابية” و“نشاط إرهابي”.

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of making audits, examinations, excerpts and transcriptions.

5. The Contractor or its employees, or any Subcontractor or its employees, must 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) during the period of this Contract
   b. Procure a commercial sex act during the period of this Contract
   c. Use forced labor in the performance of the Contract; or
   d. Commit acts that directly support or advance trafficking in persons, including the following acts.
      i. Destroying, concealing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents
      ii. 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
         1. exempted from the requirement to provide or pay for such return transportation by Mercy Corps under this award; or
         2. 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;
      iii. 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
      iv. Charging employees recruitment fees; or
      v. Providing or arranging housing that fails to meet the host country housing and safety standards
   6. Contractor agrees to report in a timely manner to Mercy Corps any credible information from any

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source that alleges the contractor or any subcontractor has engaged in any of the prohibited activities identified under provision 5.

7. 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; and

8. Contractor must disclose, in a timely manner, in writing to the USAID Office of Inspector General and Mercy Corps all violations of US government criminal law involving fraud, bribery or gratuity violations potentially affecting this Contract.

Disclosures to USAID must be sent to: U.S. Agency for International Development Office of the Inspector General P.O. Box 657 Washington, DC 20004-0657 Phone: 1-800-230-6539 or 202-712-1023 Email: ig.hotline@usaid.gov URL: https://oig.usaid.gov/content/usaid-contractor-reporting-form

9. 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.

10. The Contractor agrees to incorporate the terms of “Schedule -II” word-for-word in all of its subcontracts funded under this Contract, if any.

Fifth: Contract Provisions for WFP

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

Simple Works Contract No: [ADE 5838]
1. PREVENTION OF SEXUAL EXPLOITATION AND ABUSE

a. The United Nations and WFP are committed to the protection of vulnerable populations in humanitarian crisis, including from sexual exploitation and abuse. By entering into an agreement with WFP, the Cooperating Partner undertakes to adhere to: (i) the standards set out in the Secretary-General’s Bulletin Special measures for protection from sexual exploitation and sexual abuse (ST/SGB/2003/13); (ii) any minimum operating standards adopted as a result of the Statement of Commitment on Eliminating Sexual Abuse and Abuse by UN and Non-UN Personnel of 4 December 2006; and (iii) any other Protection from Sexual Exploitation and Abuse (PSEA) policy or guideline as may be adopted by WFP, as notified to the Cooperating Partner by WFP from time to time.

b. The Cooperating Partner shall ensure that its personnel, agents, contractors and subcontractors conform to the highest standards of moral and ethical conduct. Any failure by the Cooperating Partner to take preventive measures against sexual exploitation or abuse, to investigate allegations thereof or to take corrective action, shall constitute grounds for termination of the Agreement.

2. ANTI-TERRORISM MEASURES ADDITIONAL CONDITIONS

a. Consistent with numerous United Nations Security Council resolutions relating to terrorism and in particular, the financing of terrorism, WFP and its Cooperating Partners will seek to ensure that resources received under this Agreement, whether in cash or in kind, are not used, directly or indirectly, to provide support to terrorist entities or individuals.

b. In accordance with this policy, the Cooperating Partner agrees to employ all reasonable efforts to ensure that such resources (a) are not knowingly transferred directly or indirectly or otherwise used to provide support to any individual or entity associated with terrorism as designated on the list maintained by the Security Council Committee established pursuant to...
67ListEng.htm); or (b) any other similar lists that may be established by the United Nations Security Council, including the list of individuals and entities maintained by the Security Council Committee established pursuant to resolutions 751 (1992) and 1907 (2009) concerning Somalia and Eritrea; and/or (c) are not used in any other manner that is prohibited by any resolution of the United Nations Security Council adopted under Chapter VII of the Charter of the United Nations.

c. A provision analogous to Article 2.2 shall be included in all sub- contracts or sub-agreements entered into by the cooperating Partner under this Agreement.

3. ANTI-FRAUD AND ANTI-CORRUPTION PROVISIONS

a. The Cooperating Partner acknowledges and agrees that, in accordance with WFP's Anti-Fraud and Anti-Corruption Policy (WFP/EB.2/2010/4-C/1) (the "Policy"), WFP has zero tolerance for Fraudulent, Corrupt and/or Collusive Practices (as such terms are defined below).

b. In particular, and without limitation, the Cooperating Partner represents and warrants to WFP that it has not, and it shall not, at any time:

i. perform any act or omit to perform any act, including any misrepresentation, in order to knowingly mislead, or attempt to knowingly mislead, WFP and/or any other party to obtain a financial or other benefit or to avoid any obligation ("Fraudulent practice");

ii. offer, give, receive or solicit, directly or indirectly, or attempt to offer, give, receive or solicit, directly or indirectly, anything of value to improperly influence the actions of WFP and/or any other party ("Corrupt Practice");

iii. enter into any arrangements with any other party or parties that are designed to achieve an improper purpose, including but not limited to improperly influencing the actions of WFP and/or any other party or engaging in

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c. The Cooperating Partner shall communicate the Policy to its officers, employees, contractors, subcontractors and agents and shall take all reasonable measures to ensure that such persons do not engage in Prohibited Practices.

d. The Cooperating Partner shall immediately disclose to WFP any actual, apparent, potential or attempted Prohibited Practice that the Cooperating Partner becomes aware of. To that end, the Cooperating Partner shall fully cooperate, and shall take all reasonable steps to ensure that its officers, employees, Contractors, subcontractors and agents fully cooperate, with any investigation of Prohibited Practices by WFP, including by complying with all reasonable requests from WFP to gain access to and inspect any records, documents and other relevant information.

e. The Cooperating Partner expressly acknowledges and agrees that:

i. any breach of this Article by the Cooperating Partner or by any of its officers, employees, contractors, subcontractors or agents, constitutes a material breach of this Agreement, which entitles WFP to immediately terminate this Agreement without incurring any liability to the Cooperating Partner.

ii. And in the event that WFP were to determine through an investigation or otherwise that a Prohibited Practice occurred, WFP shall have, in addition to its right to immediately terminate the Agreement, the rights to: (i) apply and enforce the relevant sanctions in accordance with WFP internal regulations, rules, procedures, practices, policies and guidelines, including referral of the matter to national authorities when appropriate; and (ii) recover all losses, financial or otherwise, suffered by WFP in connection with such Prohibited Practices.

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Sixth: Other DOS Contract Provisions Required

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ج. على الشريك المتعاون إياض السياسة إلى موظفيه ومستخدميه والمتعاونين معه من الباطن وكولائه، ويتخذ كل التدابير اللازمة لمنع ارتكاب هؤلاء الأشخاص في ممارسات محظورة.

d. على الشريك المتعاون القيام فورًا بالكشف لبرنامج الأغذية العالمي عن أي ممارسة محظورة تعرَّف عليها أو كما يُعتبر من ممارسة محظورة تعتزم القيام بها أو تتم المحاولة بارتكابها. ولما هذا الوضع، يتوجب على الشريك المتعاون بالكامل ويتخذ كل الخطوات اللازمة لضمان تحمل مسؤولية وقد استخدامه ومعاونائه مع من الباطن وكولائه لفترة طويلة مع أي مساهمة يتم اجراؤها من قبل برنامج الأغذية العالمي عن الممارسات المحظورة، بما في ذلك عن طريق الامتصال بجميع الطلبات المحقة من برنامج الأغذية العالمي للإبلاغ عن أي حالات أو وثائق أو أي معلومات أخرى ذات صلة، وتقييسها.

ه. يقر الشريك المتعاون ويوقف صراحة على أن:

i. أي اخلال بهذه المادة من قبل الشريك المتعاون أو من قبل أي موظف أو مستخدم أو متعاون مع من الباطن أو وكولائه، يفسد خلق الأغذية العالمي، وهو ما يعني إلى برنامج الأغذية العالمي في أداء هذا الاتفاق على الفور، دون تحمل أي مسؤولية تجاه الشريك المتعاون.

ii. إذا ما قرر برنامج الأغذية العالمي، من خلال تحقيق أو غير ذلك، وقوع ممارسة محظورة، فإن الحقوق، بالإضافة إلى حق يجعل الاتفاق على الفور، في: (1) تطبيق وإتخاذ الإجراءات ذات صلة وفقًا للتعليمات الداخلية والقواعد والإجراءات والممارسات والسياسات والمبادئ التوجيهية لبرنامج الأغذية العالمي، بما في ذلك أحداث الموقف إلى السلطات الوطنية إذا كان ذلك ممكنا، و(2) استرداد كافة الخسائر المالية أو غيرها، التي لحقت ببرنامج الأغذية العالمي، جراء تلك الممارسات المحظورة.

سادسا: إحكام أخرى لعقود الخارجية مطلوبة بموجب القانون
Mercy Corps, in accordance with donor regulations, requires certain certifications and provisions, set forth herein, to be included in all contracts

1. The Contractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Contractor to ensure compliance with these Executive Orders and laws.

2. Contractor certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any US Government department or agency.

3. Contractor certifies that it will not and has not used any funds received directly or indirectly from the U.S. Government has paid or will be paid to 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.

4. Mercy Corps, the US Department of State, the Inspector General of the United States, and the Comptroller General of the United States, or any of their duly authorized representatives have the right of timely and unrestricted access to any books, documents, papers and records of Contractor that are pertinent to this Contract, in order to make audits, examinations, excerpts and transcripts and copies of such documents. This right also includes timely and reasonable access to a Contractor’s personnel for the purpose of interview and discussion related to such documents.

5. The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the

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By Law

مجرد ميرسي كور، وفقاً للوائح الجهات المنظمة، بعض الشهادات والأحكام، المنصوص عليها في هذه الوثيقة، ليتم تضمينها في جميع العقود.

1. يتم التذكير المتعاقد بأن الأوامر التنفيذية للولايات المتحدة والقانون الأمريكي يحظر إجراء الصفقات مع الأفراد والمنظمات المرتبطة بالارهاب وتقديم الموارد والدعم لها وفق المسؤولية القانونية على عائق المتعاقد لضمان الامتثال لهذه الأوامر التنفيذية والقوانين.

2. يقر المتعاقد بأنه لا هو ولا مدرائه مستبعدين أو غير مؤهلين حالياً من المشاركة في هذه الصفقة من قبل أي وزارة أو وكالة حكومية أمريكية.

3. يقر المتعاقد بأنه لم يستخدم أي أموال تلقاها بشكل مباشر أو غير مباشر من الحكومة الأمريكية قد قام أو سيقوم بدفعها إلى أي شخص أو منظمة للتآمر أو محاولة التآمر على أي موظف أو مستخدم في أي وكالة، أو عضو في الكونغرس الأمريكي، أو موظف أو مستخدم في الكونغرس، أو مستخدم لأحد أعضاء الكونغرس فيما يتعلق بالحصول على هذا العقد أو أي مشروع آخر تمويله الحكومة الأمريكية.

4. ميرسي كور ووزارة الخارجية الأمريكية والمفتش العام للولايات المتحدة والمراقب العام للولايات المتحدة، أو أي من تمثيلاتها المخولين حسب الأصول في الوصول في الوقت المناسب وغير المقيد إلى أي من كتب ووثائق وأوراق وسجلات المتعاقد المتعلقة بهذا العقد، من أجل إجراء عمليات التدقيق والفحص والمقطعات ونسخ ونسخ من هذه الوثائق. هذا الحق يشمل أيضاً الوصول في الوقت المناسب والمعمول لمؤخري المتعاقد لغرض المقابلة والمناقشات المتعلقة بهذه الوثائق.

5. تعرض حكومة الولايات المتحدة ممارسة البغاء (الدعارة) والأنشطة ذات الصلة، والتي هي تطبقها ضاررة ومهينة للكرامة الإنسانية وتلك التي تساهم في ظاهرة الإتجار بالأشخاص. لا يمكن استخدام أي من الأموال المتاحة بموجب هذا العقد في تعزيز (ترويج) أو دعم أو
phenomenon of trafficking in persons. None of the funds made available under this contract may be used to promote, support, or advocate for the legalization or practice of prostitution. Nothing in the preceding sentence shall be construed to preclude assistance designed to ameliorate the suffering of, or health risks to, victims while they are being trafficked or after they are out of the situation that resulted from such victims being trafficked. The Contractor does not promote, support, or advocate the legalization or practice of prostitution.

6. Mercy Corps has the right to terminate this Contract, without penalty, if Contractor or its employees, or any Subcontractor or its employees, 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) during the period of this Contract
   b. Procure a commercial sex act during the period of time that this Contract is in effect; or
   c. Use forced labor in the performance of the Contract

7. The Contractor agrees to incorporate the terms of “Schedule II” word-for-word in all of its subcontracts funded under this Contract, if any

Seventh: DANIDA Contract Provision

Mercy Corps has received funding from the DANIDA. Mercy Corps, in accordance with the European Union regulations under which this contract is executed, requires certain certifications and provisions, set forth herein, to be included in all contracts

1. Liability/Indemnity: Under no circumstances nor for any reason whatsoever will the DANIDA and European Union be held liable for damages as a result of the work pursuant to this Contract

2. Right of Access/ Audit

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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 DANIDA (or any other organisation authorised by DANIDA) 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.

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

4. 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 of Dutch Government 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 of 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.
5. Visibility Any information or publications, in any form and medium, including the Internet, published pursuant to this Contract must include the following text or a similar disclaimer: “This document has been produced with the financial assistance of DANIDA. The views expressed herein should not be taken, in any way, to reflect the official opinion of the DANIDA.”

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

Eighth: Contract Provisions for UNICEF

1. The Contractor agrees to apply the highest reasonable standard of diligence to ensure that the supplies and equipment and money provided under this Agreement (a) are not used to provide support to individuals or entities associated with terrorism; (b) are not transferred to any individual or entity on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999), available at http://www.un.org/sc/committees/consolidated_list.shtml; and (c) are not used for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. Contractor agrees that they will be in violation of this contract if they do not follow these guidelines. If they are in violation of these guidelines, this contract will immediately become null and void, with no penalties to Mercy Corps.


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Contractor shall ensure compliance with the provisions of ST/SGB/2003/13 entitled “Special Measures for Protection from Sexual Exploitation and Sexual Abuse”, which is available at http://un.org/Docs/journal/asp/ws.asp?m=ST/SGB/2003/13 Contractor shall further ensure that s/he does not expose any intended beneficiary, including children, to any form of discrimination, abuse or exploitation and that s/he complies with the provisions of other UNICEF policies relating to protection of children as advised by UNICEF (via Mercy Corps) from time to time.

4. Data related to beneficiaries (meaning any personal information including identifying information such as the name, identification or passport number, mobile telephone number, email address, cash transaction details) is deemed to be Mercy Corps’ confidential information and shall be governed by the UNICEF Disclosure of Information policy, a copy of which is available at http://www.unicef.org/about/legal_disclosure.html. The Contractor shall only use such data in order to implement the contract. The Contractor shall promptly notify Mercy Corps of any actual or suspected or threatened incident of accidental or unlawful destruction or accidental loss, alteration, unauthorized or accidental disclosure or access to such data.

5. Assurance Activities
5.1. Audit. At the request of and at such times as determined by UNICEF and/or Mercy Corps, Mercy Corps may have its activities under this program audited. In the event of an audit Contractor shall provide its full and timely cooperation with any audits. Such cooperation shall include, but shall not be limited to, Contractor’s obligation to make available its

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http://www.unicef.org/publicpartnerships/files/Policy_Prohibiting_and_Combatting_Fraud_and_Corruption.pdf
personnel and any relevant documentation and records for such purposes at reasonable times and on reasonable conditions and to grant the auditors access to Contractor's premises and/or sites of contract implementation at reasonable times and on reasonable conditions in connection with such access to Contractor's personnel and relevant documentation and records. Contractor shall require its agents, including, but not limited to, IP’s attorneys, accountants or other advisers, and its subcontractors to reasonably cooperate with any audits carried out hereunder.

5.2. Spot checks and programmatic visits.
Contractor agrees that, from time to time, Mercy Corps and/or UNICEF may conduct on site reviews ("spot checks" and programmatic visits), subject to such standards, scope, frequency and timing as decided by Mercy Corps and/or UNICEF. Contractor shall provide its full and timely cooperation with any such spot checks or programmatic visits, which shall include Contractor’s obligation to make available its personnel and any relevant documentation and records for such purposes at reasonable times and on reasonable conditions and to grant to Mercy Corps and/or UNICEF access to Contractor’s premises and/or sites of contract implementation at reasonable times and on reasonable conditions. Contractor shall require its agents, including, but not limited to, Contractor’s attorneys, accountants or other advisers, and its subcontractors to reasonably cooperate with any spot checks carried out by Mercy Corps and/or UNICEF hereunder. It is understood that Mercy Corps and/or UNICEF may, at their sole discretion, contract for the services of an individual or corporate person to conduct spot checks or programmatic visits, or Mercy Corps and/or UNICEF may conduct spot checks or programmatic visits with its own staff, employees and agents.

5.3. Investigation. Contractor agrees that Mercy Corps and/or UNICEF may conduct investigations, at such times as determined by Mercy Corps and/or UNICEF.
solely by Mercy Corps and/or UNICEF, relating to any aspect of this Agreement or the award thereof, the obligations performed under the Agreement, and the operations of the Contractor relating to performance of this Agreement. The right of Mercy Corps and/or UNICEF to conduct investigations shall not lapse upon expiration or prior termination of this Agreement. Contractor shall provide its full and timely cooperation with any such investigations. Such cooperation shall include, but shall not be limited to, Contractor’s obligation to make available its personnel and any relevant documentation and records at reasonable times and on reasonable conditions and to grant to Mercy Corps and/or UNICEF access to the Contractor’s premises and/or sites of contract implementation at reasonable times and on reasonable conditions. Contractor shall require its agents, including, but not limited to, Contractor’s attorneys, accountants or other advisers, and its subcontractors to reasonably cooperate with any investigations carried out by Mercy Corps and/or UNICEF hereunder. It is understood that Mercy Corps and/or UNICEF may, at its sole discretion, contract for investigation services of an individual or corporate person, or Mercy Corps and/or UNICEF may conduct investigations with its own staff, employees and agents.

5.4. Contractor consents to the public disclosure by Mercy Corps and/or UNICEF of the audit reports referred to in article 5.1; the spot check and programmatic visit reports referred to in article 5.2; and the investigation reports referred to in article 5.3.