



## SERVICE CONTRACT KONTRATU SERVISU

Contract No. MC-TL/OPS/SC-...

<p>THIS SERVICE CONTRACT entered into as of ... <b>2021</b> between <b>MERCY CORPS</b>, having its office at Palm Business and Trade Center, Hudi Laran/Osindo, Block D01-05, Dili, Timor-Leste (“<b>Mercy Corps</b>”), represented by <b>Jules Keane</b>, Country Director; and ... having its office at ... (“<b>Contractor</b>”), represented by ..., ...; collectively referred to as “<b>Parties</b>” is as follows:</p> <p><b>1. Defined Terms.</b> Each of the following terms has the meaning given to such terms in <u>Schedule I</u> attached hereto: Authorized Representative, Payment Terms, Services and SOW. “<b>Contract</b>” means this Service Contract as amended, modified or supplemented from time to time taken together with its Schedules. Additional terms may be defined throughout this Contract.</p>	<p>KONTRATU SERVISU NE’E halo ona iha loron ... <b>2021</b> no entre <b>MERCY CORPS</b>, ho nia edifisiu iha Palm Business and Trade Center, Hudi Laran/Osindo, Block D01-05, Dili, Tmor-Leste (“<b>Mercy Corps</b>”) no representa husi nia Direitora, <b>Jules Keane</b>; ho ... ho enderesu iha ... (“<b>Kontratante</b>”), representa husi ninia ..., ...; hamutuk hanaran nudar “Partes” hanesan tuir mai:</p> <p><b>1. Termu Definidu sira.</b> Kada termu sira tuir mai iha sentidu ne’ebe fo ona ba termu ne’e iha <u>Kalendáriu I</u> ne’ebe aneksu iha ne’e: Repezentante Autorizadu, Prazu Pagamentu nian, Servisus no DT. “<b>Kontratu</b>” signifika Kontratu Servisu ne’e ne’ebe emenda, modifika ka komplementa ona periodikamente hamutuk ho ni-nia Kalendáriu sira. Bele define termu adisionál sira iha Kontratu ne’e laran tomak.</p>
<p><b>2. Delivery of Services.</b></p> <p>a. Contractor will perform the Services, and Mercy Corps will pay for the Services, in accordance with the terms and conditions and within the Performance Period set forth in this Contract and the Statement of Services.</p> <p>b. Contractor will perform all Services through the services of Contractor’s employees. Contractor will not delegate or subcontract any Services to be provided to Mercy Corps without Mercy Corps’ prior written consent. Contractor agrees that including the specific individuals named (if any) as Key Personnel in Schedule I is a material part of the bargain. Contractor will not change the Key Personnel without prior notice and an amendment to this Contract specifying the change. Mercy Corps may withhold its consent to substitute personnel using its sole discretion.</p>	<p><b>2. Prestasaun Servisus.</b></p> <p>a. Kontratante sei halo Servisu sira, no Mercy Corps sei selu ba Servisu sira ne’e, tuir termus no kondisoens no iha Periodu Ezekusaun laran ne’ebe estabelese ona iha Kontratu ne’e no Deklarasaun Traballu.</p> <p>b. Kontratante sei halo Servisu hotu-hotu liu husi servisu sira Kontratante ni-nia empregadus nian. Kontratante sei la delega ka sub-kontrata kualker Servisus ne’ebe atu fornese ba Mercy Corps bainhira la iha konsentimentu eskritu antes Mercy Corps nian. Kontratante konkorda katak inkluzive individual espesifiku sira ne’ebe hanaran (karik iha) Pesoál Xave iha Kalendáriu I nudar material parte negósiu nian. Kontratante sei la muda Pesoál Xave bainhira la iha notifikasaun antes no emenda ida ba Kontratu ne’e hodi espesifika mudansa ne’e. Mercy Corps bele rejete fo ni-nia konsentimentu atu substitui pesoál uza ni-nia kitériu rasik.</p>
<p><b>3. Compliance with SOW and Changes to the SOW.</b> Services will be provided strictly in accordance with the SOW. No deviation, substitution 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 the SOW by written notice to Contractor specifying the changes. Unless mutually agreed, change to the SOW by Mercy Corps does not apply to change 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</p>	<p><b>3. Halo tuir DT no Mudansa sira ba DT.</b> Sei fornese servisu sira estritamente tuir DT. La permiti desviu, substituisaun ka mudansa bainhira la iha konsentimentu eskritu antes Mercy Corps nian; ho kondisaun katak Mercy Corps bele hapara, suspende, hasae ka hatun ámbitu dezempeñu Kontratante nian iha DT liu husi notifikasaun eskritu ba Kontratante hodi espesifika mudansa ne’e. Eseptu bainhira konkorda hamutuk, mudansa ba DT husi parte Mercy Corps la aplika atu muda Servisus ne’ebe entrega ona pontualmente no totalmente no halo ona molok data mudansa nian. Karik mudansa ruma kauza aumentu ka redusaun iha</p>



<p>adjustment may be made in the SOW or Payment Terms or both, if such adjustment is set forth in an amendment signed by Mercy Corps' and Contractor's Authorized Representative.</p>	<p>kustu husi, ka tempu ne'ebe presiza ba, dezempeñu Kontratante nian, maka bele halo ajustamentu ekitativu ida iha DT ka Prazu Pagamentu nian ka rua ne'e hotu, karik ajustamentu ne'e estabesele ona iha emenda ida ne'ebe Mercy Corps no Representante Autorizadu Kontratante nian asina ona.</p>
<p><b>4. Invoicing and Payment.</b></p> <p>a. Contractor will submit invoices to Mercy Corps in accordance with the invoicing schedule and invoicing delivery terms set forth in the Statement of Services (Schedule I). Final invoices must be submitted within 30 days of the end date of the Contract. Contractor recognizes that in many cases Mercy Corps' donor will not reimburse Mercy Corps for invoices submitted beyond 30 days after the termination of a contract and therefore Mercy Corps will have no obligation to pay any portion of invoices received more than 30 days after the end date of the Contract. Each invoice will include (i) the Contract Number; (ii) Contractor's name and address; (iii) a description of the Services performed; (iv) the dates such Services were performed; (v) a pricing calculation based on the Payment Terms; (vi) properly reimbursable expenses (if any) incurred along with receipts for such expenses (if applicable) for all individual expenses exceeding twenty-five US Dollars (US\$25); and (vii) such other information as Mercy Corps may reasonably request. Invoices will only be deemed received on the date they are delivered to the Authorized Representative pursuant to the Payment Terms (see Schedule I). If Mercy Corps determines that Services that are the subject of an invoice have not been performed in accordance with the Statement of Services, 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.</p> <p>b. Except as otherwise provided in the Statement of Services, Mercy Corps will pay each invoice (or adjusted invoice if the subject of dispute) in accordance with the Payment Terms within thirty (30) days after the later of (i) receipt of the invoice</p>	<p><b>4. Faturasaun no Pagamentu.</b></p> <p>a. Kontratante sei hatama fatura sira ba Mercy Corps tuir kalendáriu hatama fatura no prazu sira entrega fatura ne'ebe estabesele ona iha Deklarasaun Traballu (Kalendáriu I). Fatura finál sira tenki submete iha lora 30 laran husi data final Kontratu nian. Kontratante rekoñese katak iha kazu barak Mercy Corps ni-nia doador sei la reembolsa Mercy Corps ba fatura sira ne'ebe hatama liu husi lora 30 hafoin kontratu ida ramata no tanba ne'e Mercy Corps sei la iha obrigasaun atu selu kualker porsaun husi fatura sira ne'ebe simu liu husi lora 30 hafoin data finál Kontratu nian. Kada fatura sei inklui (i) Númeru Kontratu; (ii) Kontratante ni-nia naran no hela-fatin; (iii) deskrisaun ida konaba Servisus ne'ebe halo ona, (iv) data sira halo Servisus ne'e, (v) kálkulu folin nian bazeadu ba Prazu Pagamentu nian, (vi) despeza sira ne'ebe bele reembolsa lolo'os (karik iha) ne'ebe inkorre hamutuk ho resibu sira ba despeza sira ne'e (karik aplikável) ba despeza individual hotu-hotu ne'ebe bot liu \$25 USD, no (vii) informasaun sira seluk ne'ebe Mercy Corps razoavelmente bele husu. Sei konsidera simu ona fatura sira iha data ne'ebe entrega sira ba Representante Autorizadu koforme Prazu Pagamentu nian (hare'e Kalendáriu I). Karik Mercy Corps determina katak Servisu sira ne'ebe sai objetu fatura ida nian la halao tuir Deklarasaun Traballu, maka Mercy Corps bele disputa fatura ne'e hodi fo-hatene Kontratante konaba disputa ne'e hafoin Mercy Corps simu fatura ne'e. Notifikasaun ne'e tenki hatete klaru Servisu spesífiku sira ne'ebe disputa, no Mercy Corps ni-nia razaun halo disputa ba ezekusaun Servisu sira ne'e. Karik parte rua ne'e aseita disputa fatura nian ne'e, sira sei konkorda pur eskritu konaba medidas ne'ebe eziji husi Kontratante atu garante katak ezekusaun Servisus ne'ebe disputa ne'e sei kompleta ikus mai tuir Termu Adisionál sira, no tempu ne'ebe eziji husi Kontratante atu kompleta Servisu sira ne'e.</p> <p>b. Eseptu dispozisaun kontráriu iha Deklarasaun Traballu, Mercy Corps sei selu kada fatura (ka fatura ajustadu karik sai objetu disputa nian) tuir Prazu Pagamentu nian iha lora 30 laran hafoin ida ikus husi (i) simu fatura ne'e ka (ii) rezolusaun</p>



<p>or (ii) resolution of the items set forth in the notice of disputed charges.</p> <p>c. Mercy Corps may off-set any amount it owes Contractor against any amount Contractor owes Mercy Corps.</p>	<p>konaba items ne'ebe estabese ona iha notifikasaun konaba kobransa ne'ebe disputa ne'e.</p> <p>c. Mercy Corps bele kompensa kualker montante ne'ebe nia deve ba Kontratante hasoru kualker montante ne'ebe Kontratante deve ba Mercy Corps.</p>
<p><b>5. Taxes, Duties and Expenses.</b></p> <p>a. Except as otherwise provided in the Statement of Services, the Contractor is responsible for all expenses incurred by it in performing under this Contract and all taxes, duties and other governmental charges with respect to the provision of Services. If the law requires Mercy Corps to withhold taxes from payments to the Contractor, Mercy Corps may withhold those taxes and pay them to the appropriate taxing authority. Mercy Corps will deliver to Contractor an official notice for such taxes. Mercy Corps will use reasonable efforts to minimize any taxes withheld to the extent allowed by law.</p> <p>b. In the event Statement of Services does allow for reimbursement of Contractor expenses, such expenses must be reasonable and included in the scope of allowable expenses stated in Schedule I and fully documented with receipts and any other documentation reasonably necessary for Mercy Corps to determine the costs were reasonable and properly incurred.</p>	<p><b>5. Taxa, Impostu no Despeza sira.</b></p> <p>a. Eseptu dispozisaun kontráriu iha Deklarasaun Traballu, Kontratante responsável ba despeza hotu-hotu ne'ebe nia halo bainhira ezekuta Kontratu ne'e no no taxa hotu-hotu, impostu sira no enkargu sira seluk governu nian konaba provizaun Servisus. Karik lei eziji Mercy Corps atu tahan taxa sira husi pagamentus ba Kontratante, Mercy Corps bele tahan taxa sira ne'e no selu taxa ne'e ba autoridade tributária apropiadu. Mercy Corps sei entrega notifikasaun ofisiál ida konaba taxa sira ne'e ba Kontratante. Mercy Corps sei uza esforsu razoável sira atu minimiza kualker taxa ne'ebe tahan ona to'olalór ne'ebe lei permiti.</p> <p>b. Bainhira Deklarasaun Traballu sira permiti halo reembolsu ba despeza sira Kontratante nian, maka despeza sira ne'e tenki razoável no inkluidu iha ámbitu despezas ne'ebe permitidu ne'ebe deklara ona iha Kalendáriu I no dokumenta kompletu ho resibu no dokumentasaun razoável nesesáriu seluk ba Mercy Corps atu determina katak kustus ne'e razoável duni no inkorre lolo'os.</p>
<p><b>6. Representations, Warranties and Additional Covenants.</b></p> <p>Contractor represents and warrants to Mercy Corps and covenants with Mercy Corps as follows.</p> <p>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.</p> <p>b. Contractor has the requisite skills to perform the Services in accordance with the SOW.</p> <p>c. Contractor possesses all governmental and other certifications and licenses necessary to perform the Services. Performance by Contractor of its obligations under this Contract will not infringe on any patent, copyright, trademark, trade secret or other proprietary right of any third party.</p>	<p><b>6. Rezentasaun, Garantia no Konvénio Adisional sira.</b></p> <p>Kontratante reprezenta no garante ba Mercy Corps no halo konvénio ho Mercy Corps hanesan tuir mai.</p> <p>a. Kontratante iha direitu no autoridade tomak atu selebra no halo ni-nia obrigasaun sira iha Kontratu ida ne'e. Kontratante ni-nia dezempeñu sei la viola kualker akordu ka obrigasaun entre Kontratante no terseirus ruma.</p> <p>b. Kontratante iha kapasidade sira ne'ebe presiza atu halo Servisus ne'e tuir DT.</p> <p>c. Kontratante iha sertifikasaun hotu-hotu governu nian no sertifikasaun no lisensa nesesáriu sira seluk atu halo Servisus ne'e. Dezempeñu husi parte Kontratante ba ni-nia obrigasaun sira iha Kontratu ne'e sei la viola kualker patente, direitu autoria, marka, segredu komersiál ka direitu proprietáriu seluk kualker terseirus nian.</p>



<p>d. Contractor will comply with all applicable law, regulations and rules in the performance of its obligations under this Contract.</p> <p>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 (<a href="http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx">http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx</a>) or the United Nations Security designation list (<a href="http://www.un.org/sc/committees/1267/qa_sanctions_list.shtml">http://www.un.org/sc/committees/1267/qa_sanctions_list.shtml</a>).</p> <p>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 Contract.</p> <p>g. Contractor, including its owners or employees, does not own, directly or indirectly, any other company that was competing for the award of this Contract. Contractor did not seek or obtain confidential information related to the award of this Contract 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 Contract, to set prices being offered or in any other way to interfere with free and open competition.</p> <p>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 Mercy Corps.</p> <p>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</p>	<p>d. Kontratante sei kumpri lei, regulamentu, no regra aplikável hotu-hotu, iha ezekusaun ni-nia obrigasaun sira iha Kontratu ne'e.</p> <p>e. Kontratante la involvidu no sei la involvidu iha transasaun ho, ka fo rekursus ka apoiu ba, individu no organizaun sira ne'ebe iha relasaun ho terrorizmu, inklui individu ka entidade sira ne'ebe tama iha Lista Sidadaun ho Deznasasaun Espesiál no Lista Ema La Admitidu sira ne'ebe Tezouru E.U. mantein (<a href="http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx">http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx</a>) ka lista deznasasaun Seguransa Nasoens Unidas nian (<a href="http://www.un.org/sc/committees/1267/qa_sanctions_list.shtml">http://www.un.org/sc/committees/1267/qa_sanctions_list.shtml</a>).</p> <p>f. Kontratante sei kumpri no treina ni-nia empregadu sira konaba lei aplikável hotu-hotu kontra subornu, korrupsaun, livrus no rejistu la lo'os ka, kontrole internu la-adekua no fase-osan, inklui Akta Prátika Korruptu Estranjeiru E.U. nian no Akta Subornu R.U. nian. Kontratante la oferese no sei la oferese ka fo ba kualker empregadu, ajente, ka representante Mercy Corps buat ruma nian ne'ebe iha folin atu aseguira negósiu husi Mercy Corps ka influénsia ema ne'e atu muda termus, kondisoens ka dezempeñu husi kualker kontratu ho ka orden sosa husi Mercy Corps, inklui maibe la limitadu ba Kontratu ne'e.</p> <p>g. Kontratante, inklui ni-nia nain sira ka empregadu sira, la'os nain, direta ka indiretamente, kualker kompanhia seluk ne'ebe kompete ba atribuisaun Kontratu ne'e. Kontratante la buka ka hetan informasaun konfidensiál konaba atribuisaun Kontratu ne'e husi kualker empregadu, ajente ka representante Mercy Corps nian. Kontratante la halo konluiu ka konspira ho kualker individu ka entidade seluk atu limita kompetisaun ba atribuisaun Kontratu ne'e, atu determina folin ne'ebe oferese daudaun ka iha kualker forma seluk atu satan kompetisaun livre no nakloke.</p> <p>h. Kontratante la pertense tomak ka parte deit, direta ka indiretamente, ba membru família besik ka dok husi kualker empregadu, ajente ka representante Mercy Corps nian, ka, karik pertense duni, Kontratante divulga tomak relasionamentu ne'e no Mercy Corps halakon tiha ona, pur eskritu, kualker konflitu interese potensiál.</p> <p>i. Kontratante la involvidu iha, no sei la involvidu iha, kualker hahalok tuir mai: (A) tráfiku ema (nudar define ona iha Protokolu atu Prevene, Reprimi no Kastigu Tráfiku Ema, liu-liu Feto no</p>
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<p>the UN Convention against Transnational Organized Crime); (B) procuring a commercial sex act; or (C) using forced labor.</p> <p>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.</p>	<p>Labarik sira, hodi kompleta Konvensaun N.U. nian hasoru Krime Organizadu Transnasionál); (B) sosa hahalok seksu komersiál; ka (C) uza traballu forsadu.</p> <p>j. Kontratante la'os objetu investigasaun kualker governu ka doadór nian no la hetan eksluzaun ka suspensaun husi kualker governu, ajénsia governu nian ka doadór.</p>
<p><b>7. Independent Contractor.</b> 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.</p>	<p><b>7. Kontratante Independente.</b> Parte sira pretende atu sai Kontratante independente. Kontratante sei responsável deit ba no iha kontrole ba meius, métodos, técnicas, pesoál no prosedimentus ba halo Servisu sira. La iha parte ida mak sei konsideradu nudar ajente ka parseiru ida husi parte ida seluk.</p>



**8. Work Product and Intellectual Property Rights.**

- 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 created), alone or jointly with one or more other persons, (a) that relates to any SOW under this Contract, (b) that results from or arises out of any Services performed by Contractor for Mercy Corps, (c) for which Contractor used equipment, supplies, facilities or trade secret information of Mercy Corps in creating such work product, or (d) that is derived or otherwise created from any intellectual property, intellectual property rights, materials, tangible personal property, or other assets of Mercy Corps; and (2) materials that contain, embody, disclose, reflect, or refer to any of the foregoing.
- b. Mercy Corps will be the sole owner of all Work Products. To the extent allowed by applicable law, all Work Products that consist of subject matter of U.S. or any other country’s copyright laws will constitute “works made for hire” under applicable copyright laws. Contractor will not provide a Work Product to any person other than employees or agents of Mercy Corps. Contractor will hold all Work Products in trust for Mercy Corps. All Work Product will be deemed to be Confidential Information of Mercy Corps and subject to the provisions of Section 9.
- c. 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 Contract.
- d. 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.
- e. 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

**8. Produtu Traballu nian no Direitus Propriedade Intelektual.**

- a. “Produtu Traballu nian” signifika kualker no hotu-hotu (1) propriedade intelektual, direitu propriedade intelektual sira, material sira, propriedade pesoál tanjível no produtu servisu seluk ne’ebe Kontratante kria (ka kria ona), mesak ka hamutuk ho ema ida ka liu, (a) ne’ebe relasiona ho kualker DT iha Kontratu ne’e, (b) ne’ebe rezulta husi ka mosu husi kualker servisu ne’ebe Kontratante halo ba Mercy Corps, (c) ba servisu ne’ebe Kontratante uza ona ekipamentu, material sira, fasilidade sira ka informasaun sekretu komérsiu Mercy Corps nian ne’ebe kria Produtu Traballu ne’e, ka (d) ne’ebe mai husi ka kria husi kualker propriedade intelektual, direitus propriedade intelektual, material sira, propriedade pesoál tanjível, ka ativu sira seluk Mercy Corps nian; no (2) material sira ne’ebe kontein, integra, divulga, refilete, ka refere ka kualker buat sira iha leten.
- b. Mercy Corps mak sei sai nain úniku ba Produtu Traballu hotu-hotu. To’o medida ne’ebe lei aplikável permiti, Produtu Traballu hotu-hotu ne’ebe kompostu ho matéria lei direitu autoria sira E.U. nian ka kualker nasaun seluk nian sei sai nudar “servisu bazeadu ba enkomenda” conforme lei direitu autoria aplikável sira. Kontratante sei la fornese Produtu Traballu ba kualker ema alein de empregadu ka ajente sira Mercy Corps nian. Kontratante sei mantein Produtu Traballu hotu-hotu iha konfiansa ba Mercy Corps. Sei konsidera Produtu Traballu hotu-hotu nudar Informasaun Konfidensial Mercy Corps nian no submete ba dispozisaun sira Seksaun 9 nian.
- c. Kontratante sei divulga kedas pur eskritu ba Mercy Corps Produtu Traballu hotu-hotu ne’ebe Kontratante kria, mesak ka hamutuk ho ema seluk, iha ezekusaun ni-nia obrigasaun sira iha Kontratu ne’e.
- d. Kontratante ho forma permanente fo no transfere ba Mercy Corps (i) direitu, título no interese hotu-hotu iha Produtu Traballu hotu-hotu, (ii) direitu no rekursu relasionadu hotu-hotu, no (iii) reklamasau hotu-hotu (ba prejuizu sira ka buat seluk) no kauza sira asaun nian iha relasaun ho kualker Produtu Traballu nian.
- e. Kontratante liu husi meu ida ne’e renunsiá definitivamente no konkorda nunca atu halo-vale kualker Direitu Moral ne’ebe bele ezisti iha kualker fatin iha mundu iha ka konaba kualker



<p>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”.</p>	<p>Produitu Traballu nian, inklui reklamasaun sira ba prejuízu no rekursu sira seluk. “Direitu Moral” signifika direitu kualker no direitu hotu-hotu atu reklama autoria ba ka atu kontra kualker distorsaun, mutilasaun ka modifikasaun seluk ka hahalok ofensivu seluk iha relasaun ho obra ida, karik hahalok ne’e prejudika ka lae autór ni-nia reputasaun, no kualker direitu hanesan, ne’ebe ezisti iha lei komún ka estatutária husi kualker nasun iha mundu ka iha kualker tratadu, la hare’e ba se direitu ne’e hanaran ka jeralmente bolu nudar “direitu morál” ida ka lae.</p>
<p><b>9. Confidentiality.</b> Contractor will maintain, and cause each of its employees and others it involves in performing its obligations under this Contract 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 Contract; 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.</p>	<p><b>9. Konfidensialidade.</b> Kontratante sei kaer-metin, no halo ni-nia empregadu sira ida-ida no sira seluk ne’ebe nia involve iha ezekusaun ni-nia obrigasaun sira iha Kontratu ne’e atu kaer-metin, konfidensialidade husi: (i) kualker informasaun ne’ebe Mercy Corps fo ba Kontratante ne’ebe Mercy Corps identifika nudar konfidensiál; (ii) termus no kondisoens Kontratu ne’e nian; no (iii) informasaun la’os-públiku konaba Mercy Corps ni-nia polítika no prátika sira. Bazeadu ba Mercy Corps ni-nia pedidu, Kontratante sei fo-fila ba Mercy Corps informasaun konfidensiál hotu-hotu ne’ebe Mercy Corps fo ba Kontratante.</p>
<p><b>10. Indemnification.</b> 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 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 Contract, any failure by Contractor to fully perform its obligations under this Contract or any breach by Contractor of any of its representations and warranties under this Contract, 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.</p>	<p><b>10. Indenizasaun.</b> Kontratante sei indeniza Mercy Corps no ni-nia ofisiál, diretór, empregadu, representante no ajente sira ida-ida (kada ida, “Indenizadu” ida), no halo sira izentu husi, prejuízu kualker no prejuízu hotu-hotu, reklamasaun, estragus, responsabilidades, kualker investigasaun governu ka doador nian, multa ka pena no despeza relasionadu sira (inklui prejuízu insidental no konsekuensiál sira no honoráriu razoável advogadu sira nian, ne’ebe mosu iha etapa investigasaun, julgamentu ka rekursu ka kualker forma seluk) inkorre husi kualker Indenizadu ka reklama kontra kualker Indenizadu husi terseirus ka husi Kontratante ne’ebe mai husi, iha relasaun ho, ka nudar rezultadu Kontratu ne’e nian, kualker inkumprimentu husi parte Kontratante atu halao tomak ni-nia obrigasaun sira iha Kontratu ne’e ka kualker infrasaun husi parte Kontratante ba nia kualker representasaun no garantia sira iha Kontratu ne’e, naran katak indenizasaun ne’e sei la disponível, hanesan kualker indenizadu, to’o medida ne’ebe prejuízus, reklamasaun, prejuízus, responsabilidade sira ka despeza relasionadu sira ne’ebe mai husi negligénsia grave ka hahalok a’at husi Indenizadu ne’e.</p>
<p><b>11. Termination.</b> This Contract may be terminated under the following circumstances:</p> <p>a. by both Parties on mutual written agreement of the Parties;</p>	<p><b>11. Terminasaun.</b> Bele hapara Kontratu ne’e iha situasaun sira tuir mai:</p> <p>a. husi Parte rua bazeadu ba akordu eskritu hamutuk husi Parte sira;</p>



<p>b. by either Party for its convenience with written notice and after the Termination Notice Period specified in Schedule I has expired;</p> <p>c. 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 this Contract;</p> <p>d. by either Party due to the non-terminating Party's breach of this Contract and failure to correct such breach within thirty (30) days prior notice of such breach;</p> <p>e. by 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 obligations under this Contract; or</p> <p>f. 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 Contract, in which case Mercy Corps may withhold any and all amounts owed to Contractor until such breach is remedied.</p> <p>In the event of termination due to Contractor's breach of this Contract 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 of this Contract, 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, prorated 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.</p>	<p>b. husi kualker Parte ba ni-nia konveniénsia ho notifikasaun eskritu no hafoin Periodu Notifikasaun Terminasaun ne'ebe spesifika ona iha Kalendáriu I ramata ona;</p> <p>c. husi Mercy Corps hafoin simu kedas tiha notifikasaun eskritu bainhira Mercy Corps ni-nia doadór (sira) hapara ka retira finansiamentu ne'ebe Mercy Corps atu uza hodi selu Kontratante tuir Kontratu ne'e;</p> <p>d. husi Parte rua ne'e tanba infrasaun husi Parte ne'ebe la-hapara Kontratu no la korriji infrasaun ne'e iha loron 15 laran hafoin simu notifikasaun konaba infrasaun ne'e;</p> <p>e. husi Parte rua ne'e hafoin notifikasaun eskritu bainhira eventu forsa maior ruma, inklui kualker funu, revolta, mudansa lei ka asaun ka inasaun governu nian, greve, dezastre natural ka eventu hanesan, impede Parte ne'ebe termina atu bele halao tomak ni-nia obrigasaun sira tuir Kontratu ne'e; ka</p> <p>f. husi Mercy Corps tuir kedas notifikasaun eskritu bainhira Mercy Corps uza ni-nia kritériu rasik determina katak Kontratante viola ona ka sei viola kualker ida husi ni-nia garantia, konvensaun ka representasaun sira iha Kontratu ne'e, iha kazu ne'ebe Mercy Corps bele tahan kualker montante no montante hotu-hotu ne'ebe atu selu ba Kontratante to'o korriji ona infrasaun ne'e.</p> <p>Iha kazu terminasaun tanba Kontratante ni-nia infrasaun ba Kontratu ne'e ka husi Kontratante ba Kontratante ni-nia konveniénsia, Mercy Corps sei la iha obrigasaun atu selu Kontratante ba kualker serbisu ne'ebe ramata balun ona. Iha kazu terminasaun tanba Mercy Corps ni-nia infrasaun ba Kontratu ne'e, husi Mercy Corps ba Mercy Corps ni-nia konveniénsia, tanba eventu forsa maior, ka tanba lakon finansiamentu, Mercy Corps sei iha obrigasaun atu selu Kontraktor ba ni-nia kustu razoável, pro-rata servisu nian ne'ebe kompleta ona no despezas ne'ebe inkorre lolo'os ona molok terminasaun. Maibe, Mercy Corps sei la responsável ba kualker despeza ne'ebe mosu nudar antisipasaun ba terminasaun ka suspensaun.</p>
<p><b>12. Dispute Resolution.</b> Any unresolved dispute or claims will be settled by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. The number of arbitrators will be one. The place of arbitration will be Portland, Oregon. The language of the arbitration will be English.</p>	<p><b>12. Rezolusaun Disputa.</b> Sei trata kualker disputa ka reklamasan la rezolvidu liu husi arbitrajen ne'ebe Sentru Internasionál ba Rezolusaun Disputa administra tuir ni-nia Regras Arbitrajen Internasionál. Número árbitru nian sei ida deit. Fatin arbitrajen nian mak Portland, Oregon. Lian arbitrajen nian mak Inglés.</p>





<p><b>13. Access to Books and Records.</b> 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 Contract for the purpose of making audits, examinations, excerpts and transcriptions for a period of seven years following the completion of the Contract.</p>	<p><b>13. Aseu ba Livrus no Rejistus.</b> Mercy Corps, ni-nia doadór sira (inklui, karik aplikável, USAID, no Kontroladoria Jerál Estadus Unidus nian) no kualker ida husi sira-nia reprezentantes ida-ida sei iha aseu ba kualker livru, dokumentu, papel no rejistu sira Kontratante nian ne'ebe iha relasaun direta ho Kontratu ne'e ba objetivu atu halo auditoria, ezame, extratu no transkrisaun sira durante periodu tinan hitu hafoin ramata Kontratu.</p>
<p><b>14. Additional Donor Terms and Conditions.</b> The Donor Terms (if any) are incorporated in this Contract 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 Contract or any other document between Contractor and Mercy Corps, the Donor Terms will prevail.</p>	<p><b>14. Termu no Kondisaun Adisionál sira Doadór nian.</b> Termu sira Doadór nian (karik iha) hatama iha Kontratu ne'e nudar referénsia no kesi totalmente Kontratante no Mercy Corps. Mosu karik konflitu ruma entre Termus Doadór nian no dispozisaun seluk ruma Kontratu ne'e nian ka dokumentu seluk ruma entre Kontratante no Mercy Corps, maka Termus Doadór nian mak sei vigora.</p>



### 15. Miscellaneous.

- a. This Contract and the rights and obligations of the parties hereto will be governed by and construed in accordance with the laws of the State of Oregon (exclusive of the United Nations Convention on Contracts for the International Sale of Goods), without regard to the conflict of law's provisions thereof.
- b. No right or obligation under this Contract (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 Contract.
- c. All notices provided for herein will be in writing and will be delivered by hand or overnight courier service or email in accordance with each party's contact information set forth on Schedule I. 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 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 the Contractor under this Contract.
- e. If any provision of this Contract 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 Contract.
- f. Except as otherwise provided above, 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 relating to the subject matter hereof and supersedes any and all previous Contracts 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 Contract 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

### 15. Dispozisaun seluk.

- a. Kontratu ne'e no direitu no obrigasaun sira husi parte sira iha ne'e sei regula ho no interpreta tuir lei sira Estadu Oregon nian (exklui Konvensaun Nasoens Unidas nian konaba Kontratus ba Fa'an Sasa'an Internasional), la konsidera konfliktu dispozisaun lejislativa sira iha ne'e.
- b. Sei la atribui direitu ka obrigasaun iha Kontratu ne'e (inklui direitu atu simu osan sira ne'ebe sei deve) bainhira la iha konsentimentu eskritu Mercy Corps nian. Atribuisaun ruma ne'ebe la iha konsentimentu ne'e sei la vale. Mercy Corps bele atribui ni-nia direitu sira iha Kontratu ne'e.
- c. Notifikasaun hotu-hotu ne'ebe prevé ona iha dokumentu ne'e sei eskritu no sei entrega direktamente ka liu husi servisu korreiu kalan or email tuir parte ida-ida ni-nia informasaun kontaktu ne'ebe estabelese ona iha Kalendáriu I. Sei konsidera fo tiha ona notifikasaun bainhira simu ona, ho kondisaun katak notifikasaun sira ne'ebe haruka liu husi email ka fax sei konsidera simu ona bainhira despaxa ona (eseptu katak, bainhira la despaxa durante oras servisu normal ba resipiente, sei konsidera simu ona iha inisiu servisu loron serbisu tuir mai ba resipiente).
- d. Tempu nudar fatór esensiál ida ba obrigasaun ida-ida no hotu-hotu Kontratante nian iha Kontratu ne'e.
- e. Karik iha dispozisaun ruma Kontratu ne'e nian mak lei aplikável bandu ka invalida, maka dispozisaun ne'e sei la vigora to'o deit medida ne'ebe proibisaun ka invalidade ne'e nian maibe la invalida restante husi dispozisaun ne'e ka dispozisaun sira seluk Kontratu ne'e nian.
- f. Eseptu dispozisaun kontráriu iha leten, so bele hadia ka modifika Kontratu ne'e liu deit husi dokukmentu eskritu ida ne'ebe parte rua asina. Kontratu ne'e nudar kontratu inteiru entre parte sira ne'ebe relasiona ho objetu Kontratu ne'e, substitui kualker akordu no entendimentu sira uluk nian, oral ka eskritu, ne'ebe iha relasaun ho matéria iha ne'e.
- g. La iha falta iha parte Mercy Corps nian atu ezerse, no la iha atrazu iha ezersísiu, kualker direitu, poder, priviléjiu ka meus rekursu nian iha Kontratu mak ne'e sei funsiona nudar renúnsia ida ba nia; nune'e mos kualker ezersísiu singular ka parsial ba kualker direitu, poder, priviléjiu ka meus rekursu sira ne'e sei la exklui kualker



<p>under this Contract are cumulative and not exclusive of any rights, powers, privileges and remedies that may otherwise be available to Mercy Corps.</p> <p>h. The warranty, representations, dispute resolution, confidentiality and indemnification provisions of this Contract will survive the termination, cancellation of expiration of this Contract.</p>	<p>ezersísíu seluk ka liu ka ezersísíu ba kualker direitu, poder, priviléjju ka meius rekursu. Direitu no meu rekursus sira iha Kontratu ne'e kumulativu no la ekkluzivu ba kualker direitu, poder, priviléjju no meu rekursu sira ne'ebe bele disponível ba Mercy Corps.</p> <p>h. Dispozisaun sira konaba garantia, representasaun sira, rezolusaun disputa, konfidensialidade indenizasaun sira Kontratu ne'e nian sei sobrevive terminasaun, kanselamentu, ba expirasaun Kontratu ne'e nian.</p>
<p><b>IN WITNESS WHEREOF</b>, this Service Contract has been duly executed as of the date first written above.</p>	<p><b>NUDAR SASIN IDA NE'E NIAN</b>, Kontratu Servisu ne'e asina ona hahú data ne'ebe hakerek uluk ona iha leten.</p>

**For: MERCY CORPS**

**For:**

\_\_\_\_\_  
**Name:** Jules Keane  
**Title:** Country Director, Timor-Leste

\_\_\_\_\_  
**Name:**  
**Title:**



**SCHEDULE I: ADDITIONAL TERMS**  
**Statement of Services – Fixed Price**

**1. Services and Statement of Work.**

In accordance with the terms of the Contract, Contractor agrees to perform the following services in the following manner.

- a. **Background.**  
[To be inserted]
- b. **Scope of Work.**  
[To be inserted]
- c. **Deliverables.**  
[To be inserted]

The term “**Services**” means all services and completion of all deliverables described in this Clause and the above Scope of Work (“**SOW**”).

**2. Performance Period.**

The date of this Contract is ... **2021** and, unless earlier terminated in accordance with Section 11, has an end date of ... **2021**. The Services will commence no later than ... **2021** and the Contractor will commit to an estimated ... working days during the Performance Period.

The individual due dates for the completion of each deliverable are as follows:

No.	Deliverable Description	Deliverable Due Date
1		
2		
3		
4		

**3. Pricing.**

This is a firm and fixed-price Contract that includes a ceiling amount of ... US Dollars (US\$...) for Services rendered under this Contract.

Payments will be made according to the following schedule:

- [To be inserted]

**4. Invoicing and Payment Terms.**

Upon written acceptance by Mercy Corps of each Services deliverable Contractor will submit an Invoice in accordance with the above Pricing. Mercy Corps will make payment to Contractor for all sums not in dispute within thirty (30) days of receipt of Contractor’s invoice(s) and supporting vouchers (the “**Payment Terms**”).

**Key Personnel.**

- [To be inserted], (the “**Key Personnel**”).

**Authorized Representatives and Contact Information**



<p><b>Mercy Corps.</b> <i>Only the following Mercy Corps employees are authorized to agree to any amendment of this Contract:</i></p> <p>Jules Keane Country Director, Timor-Leste <a href="mailto:jkeane@mercyors.org">jkeane@mercyors.org</a> +670-3312726</p>	<p><b>Contractor.</b> <i>Contractor's authorized representative for all purposes is:</i></p> <p>...</p> <p>...</p> <p>...</p> <p>...</p>
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**Termination for Convenience Notice Period:** ... days (the "Termination Notice Period")





**SCHEDULE II: DONOR TERMS**  
**Other Contract Provisions Required by Law or Mercy Corps' Donor**