

### **ANNEX 3 – FCDO Clauses to be added to Mercy Corps Contracts with Suppliers/ Vendors/ Service Providers**

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

#### **Liability/Indemnity**

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

#### **Right of Access/ Audit**

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

#### **Anti-Corruption and Anti-Bribery**

The parties recognize that Mercy Corps has a zero tolerance approach to bribery and corruption. The 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 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. MC recognizes that in complying with this clause, the Vendor is not expected to risk life, limb or freedom.

#### **Confidentiality**

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

#### **Conflict of Interest**

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

#### **Principal of Ethical Procurement**

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

#### **Safeguarding**

The Vendor acknowledges that, under the Donor Contract, the recipients of funds are required to have robust safeguarding policies including anti-human trafficking, child protection, sexual exploitation and abuse, and . Mercy Corps reserves the right to ask for the relevant policies and mechanisms to adhere to these. The Vendor agrees to immediately report to Mercy Corps any credible evidence of trafficking in persons or exploitation that involve funds or resources provided. The Vendor may use Mercy Corps' integrity hotline to report any such events ([mercycorps.org/integrityhotline](https://mercycorps.org/integrityhotline)). The Vendor shall

inform its staff that they can report any wrongdoing related to this Contract to the integrity hotline without any risk of retaliation.

**Anti-terrorism**

The Vendor will seek to ensure that none of the funds or assets provided under this Agreement are made available or used to provide support to individuals, groups or entities associated with terrorism.

The Vendor is responsible for taking all appropriate precautions and institute all procedures necessary to prevent any portion of the Donor funds from being so used. The Vendor shall screen its suppliers and contractors financed through this Agreement to ensure that such parties are not included in the list of proscribed terrorist groups or organisations (<https://www.gov.uk/government/publications/proscribed-terror-groups-or-organisations--2>).

If, during the course of this Agreement, the Vendor discovers that any funds have been made available to, or for the benefit of, any persons, groups or entities who fall under the scope of the EU Sanctions List, it must inform Mercy Corps immediately through the link [mercycorps.org/integrityhotline](https://mercycorps.org/integrityhotline).

**Cancellation 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).