



## SERVICE CONTRACT

Contract No. CW21884

THIS SERVICE CONTRACT entered into as of **July 15,2024**, 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") represented by Nicole Hark and **GENIUS TAGS - FZE** represented by **Omar Alhalabi** ("Contractor") is as follows:

**1. Defined Terms.** Each of the following terms has the meaning given to such term on Schedule I attached hereto: Authorized Representative, Payment Terms, Services and SOW. "Contract" 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.

**2. Delivery of Services.**

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.

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.

**3. Compliance with SOW and Changes to the SOW.** 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 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.

**4. Invoicing and Payment.**

a. Contractor will submit invoices to Mercy Corps in accordance with the invoicing schedule and invoicing delivery terms set forth in the Statement of Services (Schedule I). Final invoices must be submitted within 60 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 60 days after the termination of a contract and therefore Mercy Corps will have no obligation to pay any portion of invoices received more than 60 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

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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 \$25 USD, 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.

- 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 30 days after the later of (i) receipt of the invoice or (ii) resolution of the items set forth in the notice of disputed charges.
- c. Mercy Corps may off-set any amount it owes Contractor against any amount Contractor owes Mercy Corps.

#### 5. Taxes, Duties and Expenses.

- a. Except as otherwise provided in the Statement of Services, 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 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.
- 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.

#### 6. Representations, Warranties and Additional Covenants.

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

- a. Contractor has full rights and authority to enter into and perform its obligations under this 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 Services in accordance with the SOW.
- 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.

- d. Contractor will comply with all applicable law, regulations and rules in the performance of its obligations under this Contract.
- e. Contractor has not, and will not, engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (<http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) or the United Nations Security designation list ([http://www.un.org/sc/committees/1267/aq\\_sanctions\\_list.shtml](http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml)).
- f. Contractor will comply with and train its employees in all applicable laws against bribery, corruption, inaccurate books and records, inadequate internal controls and money-laundering, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. Contractor has not and will not offer or give any employee, agent, or representative of Mercy Corps anything of value to secure any business from Mercy Corps or influence such person to alter the terms, conditions, or performance of any contract with or purchase order from Mercy Corps, including but not limited to this Contract.
- g. Contractor, including its owners or employees, 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 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.
- 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.
- i. Contractor has not engaged in, and will not engage in, any of the following conduct: (A) trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime); (B) procuring a commercial sex act; or (C) using forced labor.
- j. Contractor is not the subject of any governmental or donor investigation and has not been debarred or suspended by any government, governmental agency or donor.
- k. Contractor understands that it is subject to Mercy Corps' Child Safeguarding, Prevention of Sexual Exploitation and Abuse of Beneficiaries and Community Members, Anti-Trafficking and Sexual Misconduct policies (available at <https://www.mercycorps.org/who-we-are/ethics-policies>). Contractor must report any violation or suspected violation of these policies in relation to the Contractor's activities under this contract to Mercy Corps, which may be done via its Integrity Hotline website ([mercycorps.org/integrityhotline](http://mercycorps.org/integrityhotline)). Contractor will ensure that it has the capacity to abide by these policies, that its employees and subcontractors understand these policies, and that it communicates to its employees and subcontractors the duty to report. Contractor understands and agrees that a violation of these policies may, in addition to any other remedies available under this Contract or at law, result in suspension or immediate termination of this Contract and may also result in Contractor being deemed ineligible for future contracts with Mercy Corps.



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

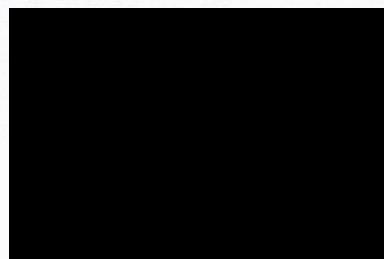
**8. Work Product and Intellectual Property Rights.**

- 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 Product. To the extent allowed by applicable law, all Work Product that consists 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 Work Product to any person other than employees or agents of Mercy Corps. Contractor will hold all Work Product 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 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”.

**9. Confidentiality.** 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.

**10. Indemnification.** Contractor will indemnify Mercy Corps and each of its officers, directors, employees, representatives and agents (each, an “Indemnitee”), and hold them harmless from, any and all losses, claims, damages, liabilities, any government or donor investigations, fines or penalties and

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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.

**11. Termination.** This Contract may be terminated under the following circumstances:

- a. by both Parties on mutual written agreement of the Parties.
- b. by either Party for its convenience with written notice and after the Termination Notice Period specified in Schedule I has expired.
- 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.
- d. by either Party due to the non-terminating Party's breach of this Contract and failure to correct such breach within 15 days prior notice of such breach.
- e. be either Party upon written notice if a force majeure event, including any not reasonably foreseeable war, insurrection, change in law or government action or inaction, strike, natural disaster, or similar event, prevents the terminating Party from being able to fulfill its obligations under this Contract; or
- 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.

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, pro-rated costs of work completed and expenses properly incurred prior to termination. However, Mercy Corps will not be responsible for any expenses incurred in anticipation of termination or suspension.

**12. Dispute Resolution.** 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.

**13. Access to Books and Records.** Mercy Corps, its donors (including, if applicable, USAID, and the Comptroller General of the United States) and any of their respective representatives will have access to any books, documents, papers and records of Contractor that are directly pertinent to this



Contract for the purpose of making audits, examinations, excerpts and transcriptions for a period of seven years following the completion of the Contract.

**14. Additional Donor Terms and Conditions.** 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.

**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, email, or fax in accordance with each party's contact information set forth on Schedule 1. 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 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 under this Contract are cumulative and not exclusive of any rights, powers, privileges and remedies that may otherwise be available to Mercy Corps.
- h. The warranty, representations, dispute resolution, confidentiality and indemnification provisions of this Contract will survive the termination, cancellation or expiration of this Contract.

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IN WITNESS WHEREOF, this Service Contract has been duly executed as of the date first written above.

**MERCY CORPS**

Signature: [REDACTED]

Name: [REDACTED]

Title: [REDACTED]

Date: [REDACTED]

**GENIUS TAGS LTD**

Signature: [REDACTED]

Name: [REDACTED]

Title: [REDACTED]

Date: [REDACTED]

**FINANCE REVIEW**

Signature: [REDACTED]

Name: [REDACTED]

Title: [REDACTED]

Date: [REDACTED]

## 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:** Since May 2014, Northeast Syria (NES) program has been providing emergency food, non-food assistance with prioritization on cash and vouchers to communities affected by the ongoing conflict. Besides addressing the basic humanitarian needs of the newly displaced population, Mercy Corps NES is working also in an early recovery response with the vulnerable communities to strengthen their livelihoods and reduce negative coping strategies through agriculture and livelihoods assistance, improving their shelter conditions and providing WASH assistance. Coordination is one of the additional sectors in NES implemented through the NES forum. Having successfully concluded the pilot of the Unique Identifier Platform, which has helped in identifying deduplications cases in NES, the participating partners deemed it fit to advertise for E-platform Service Providers capable of providing similar services at an increased scale to the NES partners.

b. **Scope of Work:** This Scope of Work (SOW) delineates the contractual obligations, deliverables, and timeframe pertaining to the Genius Chain subscription and support services to be rendered by Genius Tags FZE (hereinafter referred to as the "Contractor") to Mercy Corps (hereinafter referred to as "MC").

Pursuant to the preceding contract period, the Contractor's primary responsibility involved the development of an interoperable, multilingual Unique Identifier (UID) Platform, enabling implementing agencies to employ mutually agreed-upon data parameters for deduplication purposes and the sharing of caseloads. Following a successful pilot phase in Hassakeh involving four participating agencies, the upcoming expansion phase is set to encompass all agencies within the NES Cash Working Group. By extending the current service contract and augmenting the monthly subscription period by an additional 10 months, MC aims to facilitate the inclusion of additional partners from NES and NWS, thereby enhancing MC's and its partners' capabilities in identifying project duplications.

In accordance with the revised terms, the Contractor is obligated to provide MC with a Genius Chain subscription in the form of Software as a Service (SaaS). This subscription entails access to the Genius Chain platform, encompassing various features such as Dashboards, Reports, Project Management, User Management, Data Preprocessing, UID Generators, Procedures, and Transaction Explorers. Optional fee-based services offered by Genius Tags can be independently procured as required. The subscription service encompasses multiple aspects, including conducting meetings with the MC team to comprehensively comprehend their specific needs, configuring the Genius Chain platform based on the outcomes of the needs assessment in collaboration with the MC team, facilitating onboarding procedures for MC and its partners through the utilization of pre-recorded video courses and clarification sessions, and preparing tailored descriptions of requisite configurations for duplication detection within Genius Chain, taking into account the requirements and contextual factors conveyed by MC and its partners. Furthermore, the Contractor shall provide training on system usage during the onboarding phase, if deemed necessary.

#### Summary of Services Required

Mercy Corps North-East Syria desires to engage the services of a web-based, interoperable, decentralized, block chain platform to support deduplication checks and data sharing among participating

NGOs, the platform is open to all interested partners who buy into the idea and would like to explore the opportunity

**Features of Platform:**

The UID Platform will be a decentralized, blockchain platform that supports agencies to organize and query data associated with a single participant or household and link that with a unique code. It will help track household or participant-level UIDs over the program lifecycle in a way that helps participants retain privacy. The UID is assigned to a household or individual, and then be associated with their collected information over time. It serves as an anonymized verifiable point of linkage across datasets. The platform will help in the sharing of caseloads and Program Participants' Management. A computerized application that can work in the background of the existing data collections tools that are currently under use by the agencies (e.g. Ona, Kobo, CommCare, others), where there will not be a need to have a central database or access the agency's data.

**Deliverables:**

The contractor shall deliver the following deliverables:

1. Add Program Participants to the project including but not limited to distribution activities.
2. Provide support to the field team during registration/upload of data from existing program participants list.
3. Collaboration with Dev. Society on establishing open APIs.
4. Reporting and analytics: pre-built report, scheduled email report, excel dashboard linking, report builder, Management.
5. User Management: User groups, Case sharing, based access, bulk user upload, based case sharing, organizing-based data export, and user management restrictions.
6. Support in Data Cleaning and multi-lingual function. Correct all kinds of typos in the words, and make sure that regardless of the way the user writes the name, the system will capture it correctly and thereby increasing the system's ability to capture duplications.
7. Technical documentation and manual creation of the revised system.
8. to provide what is specified in the primary contract while also offering onboard training for any new potential partners.
9. To assist MC and new partners with any technical issues that may arise.
10. To participate in the training sessions that will be provided for the new partners.

Details of each of the above-mentioned deliverables and technical specifications from the pilot activity will be provided for by the contractor in the Technical and Financial proposal

**2. Performance Period:** The start date of this Contract is **July 15, 2024**, and, unless earlier terminated in accordance with Section 11, has an end date of **March 31, 2025**. The individual due dates of each deliverable are as follows:

Deliverable #	Deliverable Description	Deliverable Due Date
1	Add Program Participants to the project	Monthly till end of March

	including but not limited to distribution activities	2025
2	Provide support to the field team during registration/upload of data from existing program participants list	Monthly till end of March 2025
3	Enable the use of established integrations built through the opened API	Monthly till end of March 2025
4	Generate reports: pre-built report, scheduled email report, excel dashboard linking, report builder, Management.	Monthly till end of March 2025
5	Create and manage portal users: User groups, Case sharing, based access, Bulk user upload, based case sharing, organizing-based data export, and user management restrictions	Monthly till end of March 2025
6	Activate the Data Cleaning and multilingual functions. Enable the typos correction and word recognition features to increase the system's ability of deduplication.	Monthly till end of March 2025
7	Update the Technical documentation and manuals upon request/when required	Monthly till end of March 2025

**3. Pricing:** This is a firm and fixed price Contract that includes a ceiling amount of [REDACTED] for Services rendered under this Contract. Payments will be made according to the deliverables schedule below:

Deliverable #	Deliverable Description	Deliverable Price in USD	Total Contract Price in USD
1	Add Program Participants to the project including but not limited to distribution activities	[REDACTED]	[REDACTED]
2	Provide support to the field team during registration/upload of data from existing program participants list	[REDACTED]	[REDACTED]
3	Enable the use of established integrations built through the opened API		
4	Generate reports: pre-built report,		

	scheduled email report, excel dashboard linking, report builder, Management.		
5	Create and manage portal users: User groups, Case sharing, based access, bulk user upload, based case sharing, organizing-based data export, and user management restrictions		
6	Activate the Data Cleaning and multilingual functions. Enable the typos correction and word recognition features to increase the system's ability of deduplication.		
7	Update the Technical documentation and manuals upon request/when required		

**Invoicing and Payment Terms:** Upon written acceptance by Mercy Corps of each deliverable, the contractor will submit an invoice each three months in accordance with pricing as will be specified in the contract. Mercy corps will make payment to the contractor for all sums not in dispute within 30 days of receiving invoices from the contractor.

Invoice NO:	Covered period	Amount
1	July 15 till Sep 30 , 2024	500*2 [REDACTED]
2	Oct 01 till Dec 31 , 2024	[REDACTED]
3	Jan 01 till March 31, 2025	2500 [REDACTED]

The payment will be done to below bank account unless the company shared new one later:  
 Bank Name

EMIRATES ISLAMIC BANK

Bank Address

Al Nahda Road, Dubai, United Arab Emirates

Swift Code:

MEBLAEAD3108

Account Holder Name:

GENIUS TAGS FZE

Account Holder Address:

DSO-THUB-G-D-FLEX-G068 Dubai Silicon Oasis

Dubai, United Arab Emirates

Account Number:

3708441997002

IBAN:

AE33 0340 0037 0844 1997 002

Currency: USD

**Key Personnel: Exhibit 1**

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**Authorized Representatives and Contact Information:**

<b>Mercy Corps:</b> Sylvester Abara	<b>Contractor:</b> Contractor's authorized representative for all purposes is: Omar Alhalabi
<i>Only the following Mercy Corps employees are authorized to receive invoices, accept, or reject Services or sign SCRs.</i> Areen Ali Rabah Alan Abdulaziz Abdulaziz Fadi Sheikh Nabi	

**Termination for Convenience Notice Period:** 30 days notice (the “Termination Notice Period”)

**Schedule II****Donor Terms****Other Contract Provisions Required by Law or MC's Donor****DFID**

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

**Liability/Indemnity**

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

**Right of Access/ Audit**

The Contractor 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.

**Anti-Corruption and Anti-Bribery**

The parties recognize that Mercy Corps has a zero tolerance approach to bribery and corruption. The Contractor will comply with all relevant anti-bribery and anti-corruption laws (including the UK Bribery Act 2010) and comply with the principles of Mercy Corps' Anti-Corruption and Anti-Bribery Policies, or equivalent policies, including: (a) not accepting or offering a bribe or facilitation payment; and (b) reporting immediately to Mercy Corps any bribery issues which the Contractor

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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 Contractor is not expected to risk life, limb or freedom.

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

#### Confidentiality

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

#### Conflict of Interest

The Contractor 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.

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.

#### Principle of Ethical Procurement

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

#### Child Protection

The Contractor 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.

**Other Contract Provisions Required by Law or MC's Donor Mercy Corps**, in accordance with donor regulations, requires certain certifications and provisions, set forth herein, to be included in all contracts. Liability/Indemnity the Contractor acknowledges that DFID will not be held responsible for or in relation to the activities of the Contractor under this Contract. Right of Access/ Audit the

#### ECHO

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.

#### 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.

#### Right of Access/ Audit

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

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

#### Confidentiality

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

#### Anti-corruption

The Parties recognize that Mercy Corps has a zero tolerance approach to bribery and corruption. The Contractor will comply with all relevant anti-bribery and anti-corruption laws (including the UK Bribery Act 2010) and comply with the principles of Mercy Corps' Anti-Corruption and Anti-Bribery Policies, or equivalent policies, including: (a) not accepting or offering a bribe or facilitation payment; and (b) reporting immediately to Mercy Corps any bribery issues which the Contractor becomes aware of during this Contract; and, at the reasonable request of Mercy Corps, confirming in writing that they have complied with this Clause and provide any information reasonably requested in support of such compliance.

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

#### 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."

#### Principle of Ethical Procurement



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

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