**MASTER SERVICE AGREEMENT  
  
Contract No. \_\_\_\_\_\_\_**

THIS MASTER SERVICES AGREEMENT 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. **Master Agreement; Specific Services**. From time to time, Mercy Corps may request services from Contractor. For each occasion on which Contractor is willing to provide requested services, the parties will enter into a task order (“**Task Order**” or “**TO**”) which will describe the services to be performed and the period for performance and which will be substantially in the form attached hereto as Exhibit A. Contractor must notify Mercy Corps within the Task Order Offer Period time specified in Schedule I if it accepts a Task Order, rejects a Task Order or requires changes to a Task Order. Mercy Corps may reject any acceptance or request for changes that Mercy Corps receives after the Task Order Offer Period has expired.
2. **Additional Terms and Defined Terms**. Additional Terms are specified in Schedule I hereto (the “**Additional Terms**”). The terms in Schedule I are incorporated in this Agreement by this reference. The following additional defined terms are included in Schedule I: Task Order Offer Period, Authorized Representative, Key Personnel, Payment Terms, Services, TO and Scope of Work (SOW). “**Agreement**” means this Master Services Agreement and Schedule I, in each case as amended, modified or supplemented from time to time. Other terms may be defined throughout this Agreement as specified.
3. **Delivery of Services**.
   1. Contractor will perform the Services, and Mercy Corps will pay for the Services, in accordance with the terms and conditions set forth in this Agreement and each TO.
   2. 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 the Additional Terms is a material part of the bargain. Contractor will not change the Key Personnel without prior notice and an amendment to the Additional Terms specifying the change. Mercy Corps may withhold its consent to substitute personnel using its sole discretion.
4. **Compliance with TOs and Changes to TOs.** Services will be provided strictly in accordance with each TO. No deviation, 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 a TO by written notice to Contractor specifying the changes. Unless mutually agreed, a change to a TO by Mercy Corps does not apply to Services timely and fully delivered and performed before the date of the change. If any change causes an increase or decrease in the cost of, or the time required for, Contractor's performance, an equitable adjustment may be made in the TO or Payment Terms or both, if such adjustment is set forth in an amendment signed by Mercy Corps’ and Contractor’s Authorized Representative.
5. **Non-Exclusivity.** This Agreement is not intended to create an exclusive relationship between the parties. Unless the Additional Terms specify a minimum purchase of services, Mercy Corps is not obligated to issue any Task Order to Contractor. If the Additional Terms specify a minimum purchase of services, Mercy Corps shall be obligated only to issue a TO(s) for the minimum purchase amount.
6. **Invoicing and Payment**.
   1. Contractor will submit invoices to Mercy Corps in accordance with the invoicing schedule and invoicing delivery terms set forth in the Additional Terms. Each invoice will include (i) the Contract Number and TO number; (ii) Contractor’s name and address; (iii) a description of the Services performed, (iv) the dates such Services were performed, (v), if applicable per the Additional Terms, an itemization of the specified increments of time worked, (vi), if applicable per the Additional Terms, properly reimbursable expenses (if any) incurred along with receipts for such expenses; and (vii) such other information as Mercy Corps may reasonably request. Invoices will only be deemed received on the date they are delivered to Mercy Corps’ Authorized Representative pursuant to the Payment Terms. If Mercy Corps determines that Services that are the subject of an invoice have not been performed in accordance with the Additional Terms, Mercy Corps may dispute the invoice by sending Contractor notice of such dispute after Mercy Corps receipt of the invoice. Such notice shall clearly state the specific Services disputed, and Mercy Corps’ reason for disputing the performance of the Services. If both parties accept the dispute of the invoice, they shall agree in writing as to the steps required of Contractor to ensure that the performance of the disputed Services is subsequently completed in accordance with the Additional Terms, and the time required of Contractor to complete the Services
   2. Except as otherwise provided in the Additional Terms, Mercy Corps will pay each invoice (or adjusted invoice if the subject of dispute) in accordance with the Payment Terms within 30 days after the later of (i) receipt of the invoice or (ii) resolution of the items set forth in the notice of disputed charges.
   3. Mercy Corps may off-set any amount it owes Contractor against any amount Contractor owes Mercy Corps.
7. **Taxes, Duties and Expenses**.
   1. Except as otherwise provided in the Additional Terms, Contractor is responsible for all expenses incurred by it in performing under this Agreement 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 receipt for such taxes. Mercy Corps will use reasonable efforts to minimize any taxes withheld to the extent allowed by law.
   2. In the event the Additional Terms do allow for reimbursement of Contractor expenses, such expenses must be listed as acceptable expenses in the Additional Terms or the Task Order and fully documented with receipts and any other documentation reasonably necessary for Mercy Corps to determine the costs were reasonable and properly incurred.
8. **Representations, Warranties and Additional Covenants**. Contractor represents and warrants to Mercy Corps and covenants with Mercy Corps as follows.
   1. Contractor has full rights and authority to enter into and perform its obligations under this Agreement. Contractor’s performance will not violate any agreement or obligation between Contractor and any third party.
   2. Contractor has the requisite skills to perform the Services in accordance with this Agreement.
   3. Contractor possesses all governmental and other certifications and licenses necessary to perform the Services in accordance with this Agreement. Performance by Contractor of its obligations under this Agreement will not infringe on any patent, copyright, trademark, trade secret or other proprietary right of any third party.
   4. Contractor will comply with all applicable law, regulations and rules in the performance of its obligations under this Agreement.
   5. 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>).
   6. Contractor will comply with and train its employees in all applicable laws against bribery, corruption, inaccurate books and records, inadequate internal controls and money-laundering, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. Contractor has not and will not offer or give any employee, agent, or representative of Mercy Corps anything of value to secure any business from Mercy Corps or influence such person to alter the terms, conditions, or performance of any contract with or purchase order from Mercy Corps, including but not limited to this Agreement.
   7. Contractor, including its owners or employees, does not own, directly or indirectly, any other company that was competing for award of this Agreement or any TO. Contractor did not seek or obtain confidential information related to the award of this Agreement or any TO from any Mercy Corps employee, agent or representative. Contractor did not collude or conspire with any other individual or entity to limit competition for the award of this Agreement or any TO, to set prices being offered or in any other way to interfere with free and open competition.
   8. 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.
   9. 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.
   10. Contractor is not the subject or any governmental or donor investigation and has not been debarred or suspended by any government, governmental agency or donor.
9. **Independent Contractor**. The parties intend to be independent contractors. Contractor will be solely responsible for and have control over the means, methods, techniques, personnel and procedures for performing the Services. Neither party will be deemed an agent or partner of the other party.
10. **Work Product and Intellectual Property Rights**.
    1. “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 TO, (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.
    2. 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 10.
    3. Contractor will promptly disclose in writing to Mercy Corps all Work Product that Contractor creates, alone or jointly with others, in the performance of its obligations under this Agreement.
    4. 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.
    5. Contractor hereby irrevocably waives and agrees never to assert any Moral Rights that may exist anywhere in the world in or with respect to any Work Product, including claims for damages and other remedies. “Moral Rights” means any and all right to claim authorship to or to object to any distortion, mutilation or other modification or other derogatory action in relation to a work, whether or not such action would be prejudicial to the author’s reputation, and any similar right, existing under common or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or generally referred to as a “*moral right*”.
11. **Confidentiality**. Contractor will maintain, and cause each of its employees and others it involves in performing its obligations under this Agreement to maintain, the confidentiality of: (i) any information Mercy Corps provides to Contractor that Mercy Corps identifies as confidential; (ii) the terms and conditions of this Agreement (including all Statements of Services); and (iii) nonpublic information regarding Mercy Corps’ policies and practices. Upon Mercy Corps’ request, Contractor will return to Mercy Corps all confidential information provided by Mercy Corps to Contractor.
12. **Indemnification**. Contractor will indemnify Mercy Corps and each of its officers, directors, employees, representatives and agents (each, an “Indemnitee”), and hold them harmless from, any and all losses, claims, damages, liabilities, any government or donor investigations, fines or penalties and related expenses (including incidental and consequential damages and reasonable attorneys’ fees, whether incurred at the investigative, trial or appellate level or otherwise) incurred by any Indemnitee or asserted against any Indemnitee by any third party or by Contractor arising out of, in connection with, or as a result of this Agreement, any failure by Contractor to fully perform its obligations under this Agreement or any breach by Contractor of any of its representations and warranties under this Agreement, provided that such indemnity will not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses resulted from the gross negligence or willful misconduct of such Indemnitee.
13. **Termination and Remedies.** 
    1. Provided no TO is outstanding and remains to be performed by either party, this Agreement may be terminated by either party upon 30 days prior written notice to the other party.
    2. Any TO may be terminated under the following circumstances:
       1. by both Parties on mutual written agreement of the Parties;
       2. by either Party for its convenience with written notice and after the Termination Notice Period specified in the Additional Terms has expired;
       3. by Mercy Corps immediately upon written notice in the event Mercy Corps’ donor(s) terminates or withdraws funding that Mercy Corps would use to pay Contractor under the Additional Terms;
       4. by either Party due to the non-terminating Party’s breach of this Agreement and failure to correct such breach within 15 days prior notice of such breach;
       5. 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 Agreement; or
       6. by Mercy Corps immediately upon written notice if Mercy Corps using its sole discretion determines that Contractor has or will breach any of its warranties, covenants or representations in this Agreement, in which case Mercy Corps may withhold any and all amounts owed to Contractor until such breach is remedied.

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

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

1. **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.
2. **Access to Books and Records**. Mercy Corps, its donors (including, if applicable, USAID, and the Comptroller General of the United States) and any of their respective representatives will have access to any books, documents, papers and records of Contractor that are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions for a period of seven years following the completion of the final TO issued by Mercy Corps under this MSA.
3. **Additional Donor Terms and Conditions**. The Donor Terms (if any) are incorporated in this Agreement by reference and are fully binding on Contractor and Mercy Corps. In the event of a conflict between the Donor Terms and any other provision of this Agreement (including any Additional Terms of TO) or any other document between Contractor and Mercy Corps, the Donor Terms will prevail.
4. **Miscellaneous**.
   1. This Agreement 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 laws provisions thereof.
   2. No right or obligation under this Agreement (including the right to receive monies due) will be assigned without the prior written consent of Mercy Corps. Any assignment without such consent will be void. Mercy Corps may assign its rights under this Agreement.
   3. All notices provided for herein will be in writing and will be delivered by hand or overnight courier service, email or fax in accordance with each party’s contact information set forth on the Additional Terms. Notices will be deemed to have been given when received, provided that notices sent by email or fax will be deemed received when sent (except 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).
   4. Time is of the essence of each and every obligation of Contractor under this Agreement.
   5. If any provision of this Agreement is prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any remaining provisions of this Agreement.
   6. Except as otherwise provided above, this Agreement may be amended or modified only by a written document signed by both parties. This Agreement constitutes the entire contract between the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof.
   7. No failure on the part of Mercy Corps to exercise, and no delay in exercising, any right, power, privilege or remedy under this Agreement will operate as a waiver thereof; nor will any single or partial exercise of any such right, power, privilege or remedy preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy. The rights and remedies under this Agreement are cumulative and not exclusive of any rights, powers, privileges and remedies that may otherwise be available to Mercy Corps.
   8. The warranty, representations, dispute resolution, confidentiality and indemnification provisions of this Agreement will survive the termination, cancellation of expiration of this Agreement.
   9. In the event that there is a conflict in term between this Master Services Agreement and any TO, the terms in the Master Services Agreement shall prevail unless the changed terms in the TO specifically state the section of the Master Services Agreement or Additional Terms that the TO is changing, in which case the new terms in the TO shall prevail only as to that TO.

IN WITNESS WHEREOF, this Master Services Agreement has been duly executed as of the date first written above.

|  |  |
| --- | --- |
| **MERCY CORPS**  By:  Name:  Title:  Date. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  By:  Name:  Title:  Date.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**MERCY CORPS**

By:

Name:

Title:

Date.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SCHEDULE I**

**ADDITIONAL TERMS**

1. **Term:** This Agreement shall have an effective date of XXX and, unless earlier terminated in accordance with Section 13, an expiration date of XXX *[1 year]*.
2. **Offer Period:** [xxx] business days (“**Task Order Offer Period**”).
3. **Services:** In accordance with the terms of the Agreement, Contractor agrees to perform the following services in the following manner.

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

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

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

1. **Pricing:** *[include type of pricing, e.g. fixed price per TO, fixed price per deliverable type, cost reimbursable, or fixed daily rates plus expenses, etc. Refer to the Service Agreement template for more guidance regarding Cost Reimbursable or Time and Materials pricing.]*
2. **Invoicing & Payment Terms: [**Upon acceptance of each Task Order or deliverable] [Within *[X]* days at the end of each month] Contractor will submit an Invoice in accordance with pricing as specified in the Agreement. Mercy Corps will make payment to Contractor for all sums not in dispute within 30 days of receipt of Contractor’s invoice(s) (the “**Payment Terms**”).
3. **Key Personnel:** *[if applicable, include a list of the Contractor’s personnel (either by name or position, ideally both) that are key to the bargain and the project and that the Contractor cannot change without prior approval. If not applicable, note “Not Applicable” here.] (the “Key Personnel”).*
4. **Reimbursable Expenses:** *[If applicable, include a description of the expenses that the Contractor can incur and charge Mercy Corps for above and beyond the price for services. If not applicable, note “Not Applicable” here].*
5. **Authorized Representatives and Contact Information:** 
   1. **Mercy Corps:**  Only the following Mercy Corps employees are authorized to agree to any amendment of the Agreement, a new Task Order or an amendment to a Task Order:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Attn:\_\_\_\_\_\_\_\_\_\_\_\_\_   
Fax:\_\_\_\_\_\_\_\_\_\_\_\_\_  
Email: \_\_\_\_\_\_\_\_\_\_\_\_\_

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Attn:\_\_\_\_\_\_\_\_\_\_\_\_\_   
Fax:\_\_\_\_\_\_\_\_\_\_\_\_\_  
Email: \_\_\_\_\_\_\_\_\_\_\_\_\_

* 1. **Contractor:** Contractor’s authorized representative for all purposes is:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Attn:\_\_\_\_\_\_\_\_\_\_\_\_\_   
Fax:\_\_\_\_\_\_\_\_\_\_\_\_\_  
Email: \_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Termination for Convenience Notice Period**: \_\_\_\_\_\_\_\_\_\_\_ (the **“Termination Notice Period”).**
2. **Donor Terms**: *[If applicable, include the following statement here:* The Donor Terms set forth in Schedule II to the Agreement are hereby incorporated in the Agreement by reference*].*

**SCHEDULE II: DONOR TERMS**

**Annex 1**

**OTHER CONTRACT PROVISIONS REQUIRED BY LAW OR MC’S DONORS**

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

1.1 The Service Provider acknowledges that Mercy Corps has reporting obligations to its donors.  Accordingly, the Service Provider consents to Mercy Corps sharing information about the Service Provider or the Services with its donors, including but not exclusively, the US Department of State, the European Union, the Foreign Commonwealth and Development Office (FCDO) and the United Nations as required

1.2 The Service Provider 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.

1.3 Mercy Corps, its donors, including but not exclusively, the US Department of State, US Agency for International Development, the Inspector General of the United States, the Comptroller General of the United States, the European Union, the Foreign Commonwealth and Development Office (FCDO) and the United Nations or any of their duly authorized representatives have the right of timely and unrestricted access to the location where the Service Provider is based or any location where the services are being implemented and to any books, documents, papers and records (including in electronic format), of the Service Provider that are pertinent to this Contract, in order to make monitoring, evaluation, audit, examinations, excerpts and transcripts and copies of such documents. This right also includes timely and reasonable access to a Service Provider’s personnel for the purpose of interview and discussion related to such documents.   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.

1.4 The Service Provider recognizes that Mercy Corps has a zero tolerance approach to bribery and corruption. The Service Provider 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) ensuring that its staff are aware that they must not accept or offer a bribe or facilitation payment; and (b) reporting immediately to Mercy Corps any bribery issues which the Service Provider 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 Service Provider is not expected to risk life, limb or freedom.

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

* 1. Contractor must disclose, in a timely manner, in writing to Mercy Corps all violations of US government criminal law involving fraud, bribery or gratuity violations potentially affecting this Contract.

Mercy Corps will share such disclosures with:

U.S. Agency for International Development

Office of the Inspector General

P.O. Box 657

Washington, DC 200044-0657

Phone: 1-800-230-6539 or 202-712-1023

Email: [ig.hotline@usaid.gov](mailto:ig.hotline@usaid.gov)

URL: <https://oig.usaid.gov/content/usaid-contractor-reporting-form>

1.6 The Service Provider 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.

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.

1.7 The Service Provider acknowledges that under no circumstances nor for any reason whatsoever will MC Donors, including but not exclusively, the US Department of State, US Agency for International Development, the European Union, the Foreign Commonwealth and Development Office (FCDO) and the United Nations, be held liable for damages as a result of or responsible for in relation to the work pursuant to the activities of the Service Provider under this Contract

1.8 The Service Provider 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.

In addition, the Contractor must not engage in and must verify that no support or resources are provided to 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/SDN-List/Pages/default.aspx) or the United Nations Security designation list (online at: http://www.un.org/sc/committees/1267/aq\_sanctions\_list.shtml)

1.9 The Service Provider certifies that it will not and has not used any funds received directly or indirectly from the U.S. Government to pay 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.

1.10 The Service Provider certifies that neither it nor its principals are presently excluded or disqualified from participation in this transaction by any US Government department or agency.

1.11 The Contractor or its employees, or any Subcontractor or its employees, must not engage in any of the following conduct:

(i) 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;

(ii) Procure a commercial sex act during the period of this Contract;

(iii) Use forced labor in the performance of the Contract; or

(iv) Commit acts that directly support or advance trafficking in persons, including the following acts:

a. Destroying, concealing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

b. 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:

* exempted from the requirement to provide or pay for such return transportation by Mercy Corps under this award; or
* 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;

c. 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;

d. Charging employees’ recruitment fees; or

e. Providing or arranging housing that fails to meet the host country housing and safety standards.

Contractor agrees to report in a timely manner to Mercy Corps any credible information from any source that alleges the contractor or any sub-contractor has engaged in any of the prohibited activities identified in this provision.

1.12 The Service Provider acknowledges that Mercy Corps must comply with its donors’ principles 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.

1.13 The Service Provider 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.

1.14 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

1.15 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements

* + - * 1. The Contractor must not require its employees or sub-contractors to sign or comply with internal confidentiality agreements or statements that prohibit or otherwise restrict employees or sub-contractors from lawfully reporting waste, fraud, or abuse related to the performance of this contract to Mercy Corps or to USAID’s Office of the Inspector General.
        2. The Contractor must notify current employees and sub-contractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this provision, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this provision, are no longer in effect.
        3. If Mercy Corps, the donor or other authorized officials of the donor determines that the Contractor is not in compliance with the requirements of this provision, Mercy Corps may, at its sole discretion, suspend or terminate the contract. Further, Mercy Corps may, at its sole discretion, decide not pay a portion or all of amounts invoiced or expenditures incurred, as applicable, by the Contractor with funds provided under this contract, and also may require the Contractor to refund a portion or all of any amounts paid to the Contractor under this contract.
        4. Definitions:

Terms in this clause will have the meaning defined in this section or as defined in 2 CFR 200.

“Internal confidentiality agreement or statement” means a confidentiality agreement or any other written statement that the Contractor requires any of its employees or sub-contractors to sign regarding nondisclosure of recipient information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that Contractor employees or sub-contractors sign at the behest of a US government agency.

* + - * 1. The Contractor must include this provision, including this paragraph (e), in subawards and sub-contracts funded under this contract.

1.16 The contractor is required to 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.

1.17 The Contractor agrees to incorporate the terms of “Annex 1” word-for-word in all of its sub-contracts funded under this Contract, if any**.**

**EXHIBIT A**

**FORM TASK ORDER - FIXED PRICE**

**Task Order No. \_\_\_\_\_\_\_\_\_\_**

1. **Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**.
2. **Master Service Agreement No.**:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**.
3. **Statement of Work (the “SOW”):** In accordance with the terms of the above-referenced Master Services Agreement, Contractor agrees to perform the following services in the following manner:
   1. Task Order Scope of Work: [Include a narrative description of the work being performed under this contract that fully outlines all of the tasks required to achieve the deliverables]
   2. Deliverables: The Contractor shall deliver the following deliverables in accordance with the schedule set in Section 4 below:
      1. Deliverable 1: [Include a description of the individual deliverable, making sure they fit within the SOW stated in Schedule I of the MSA.
      2. Deliverable 2: [add additional deliverables as needed]
4. **Performance Period:** This Task Order shall have an effective date of XXX and, unless earlier terminated in accordance with Section 13 of the Agreement, an expiration date of XXX**.** The individual due dates of each deliverable are as follows:

|  |  |  |
| --- | --- | --- |
| Deliverable  # | Deliverable Description | Deliverable Due Date |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

1. **Price:** This is a fixed price Task Order. Mercy Corps agrees to pay Contractor no more than *[describe the price per deliverable]* for services rendered under this Task Order.Payment for deliverables will be made according to the schedule below: *[Refer to the Service Agreement template for more guidance regarding Cost Reimbursable or Time and Materials payment and pricing terms.]*

|  |  |  |  |
| --- | --- | --- | --- |
| Deliverable  # | Deliverable Description | Deliverable Price | Total Price |
|  |  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

IN WITNESS WHEREOF, this Task Order has been duly executed by the parties’ Authorized Representatives as of the date written below.

**DATED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**MERCY CORPS CONTRACTOR**

Name: Name:

Title: Title

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

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| --- | --- | --- | --- | --- |
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