

## **FIXED PRICE CONTRACT**

**Between**

**CHEMONICS INTERNATIONAL INC.  
1717 H St. NW  
Washington, DC 20006**

**And**

**Name of Contractor**  
**Contractor address**

**TAX ID # (for U.S. firms)**  
**Hereafter referred to as the Contractor**

**For**

**The Zrda Activity in Georgia  
AID-114-A-16-00004**

**Effective Date:** *(insert date here)*

**Total Fixed price:** *(insert amount here – local contracts must be in local currency)*

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This Agreement, which shall constitute a contract (“Contract”) between Chemonics International Inc, (“Chemonics”), a for profit organization organized and existing under the laws of Delaware, having its principal place of business at 1717 H Street, NW, Washington, DC, 20006, and Name of Contractor, Contractor Address (“Contractor”). The Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein.

The rights and obligations of the parties to this fixed price contract shall be subject to and governed by the provisions and specifications attached or incorporated by reference herein and executed by both parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed by their respective duly authorized signing officers.

For  
Chemonics International Inc.

For  
Name of Contractor

By: Terri Kristalsky

By: \_\_\_\_\_

Title: Senior Vice President

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Place Signed: \_\_\_\_\_

Place Signed: \_\_\_\_\_

Section A. Background, Scope of Work, Deliverables and Deliverables Schedule

A.1. Background

The USAID Zrda Activity in Georgia is a five-year program designed to promote inclusive and sustainable economic growth in target regions (Samtskhe-Javakheti, Kvemo Kartli, Shida Kartli and Samegrelo-Zemo Svaneti, and Kakheti) by improving micro, small, and medium enterprise (MSME) growth, increasing productivity of rural households, facilitating market linkages between producers and buyers and promoting local economic development by establishing and strengthening networks. As a result, Zrda will create jobs and increase sales for MSMEs and incomes for households, bolstering the resilience and livelihoods of the target communities.

The Zrda project works with different partner organizations - Charity Humanitarian Center Abkhazeti (CHCA), Georgian Farmers Association (GFA), Regional Development Association (RDA) and Rural Development for Future Georgia (RDFG) - to strengthen the skills, productivity and networks of local actors, from vulnerable households to micro, small, and medium enterprises (MSMEs) so they can contribute to broad-based economic growth and strengthened resilience in target communities.

The Zrda project and GFA realize the importance and necessity of the Georgian agribusiness to promote and implement GAP, which will enhance the market (export) competitiveness of (M)SME's. Whereas Global GAP. is the leading international standard for pre-harvest, which is the dot on the horizon for Georgian producers, a first -feasible- step is developing and implementing a Georgia GAP scheme, based on the checklist and CPCC's of Global GAP.

#### A.2. Scope of Work

Content will be developed based on the successful Offeror's proposal and Section II of the RFP.

#### A.3. Deliverables

The Contractor shall deliver to Chemonics the following deliverables, in accordance with the schedule set forth in Section A.4, below.

Deliverable No. 1: Knowledgable and capable GFA staff in advising and supporting farmers in GAP

[Description to be finalized upon award]

Deliverable No. 2: Georgia GAP standards

[Description to be finalized upon award]

Deliverable No. 3: Capable GFDC staff in cerifying farmers on Georgia GAP

[Description to be finalized upon award]

Deliverable No. 4: Georgia GAP registered at government level

[Description to be finalized upon award]

#### A.4. Deliverables Schedule

The Contractor shall submit the deliverables described above in accordance with the following Deliverables Schedule:

| <u>Deliverable No.*</u> | <u>Deliverable Name*</u>                                                      | <u>Due Date</u> |
|-------------------------|-------------------------------------------------------------------------------|-----------------|
| 1                       | Knowledgeable and capable GFA staff in advising and supporting farmers in GAP | [Date]          |
| 2                       | Georgia GAP standards                                                         | [Date]          |
| 3                       | Capable GFDC staff in certifying farmers on Georgia GAP                       | [Date]          |
| 4                       | Georgia GAP registered at government level                                    | [Date]          |

\*Deliverable numbers and names refer to those fully described in Section A.3, above.

#### Section B. Reporting and Technical Direction

The Contractor shall render the services and produce the deliverables stipulated in Section A, above, under the general technical direction of Chief of Party Brian King, or his/her designee. The deliverables set forth in Section A above shall be delivered to Mr. King in accordance with the schedule stipulated therein.

#### Section C. Period of Performance

The effective date of this Contract is (fill in date when work must begin, not earlier than signature date), and the completion date is (fill in date). The Contractor shall deliver the deliverables set forth in Section A., Background, Scope of Work, Deliverables and Deliverables Schedule to Mr. King, in accordance with the schedule stipulated therein.

In the event that the Contractor fails to make progress so as to endanger performance of this Contract, or is unable to fulfill the terms of this Contract by the completion date, the Contractor shall notify Chemonics forthwith and Chemonics shall have the right to summary termination of this Contract as stipulated in Section D, Changes, Stop Work and Termination.

#### Section D. Changes, Stop Work and Termination

Chemonics may order changes in the scope of work above. Any change in the Contractor's scope of work and/or deliverable(s) requires prior written authorization of Chemonics through a modification to this Contract.

Notwithstanding any other provision hereof, Chemonics may, by written notice to Contractor, order that work be stopped or otherwise suspend all or any portion of the services. Contractor shall stop all such services immediately upon receipt of Chemonics' stop work order and shall promptly resume the services after receipt of direction from Chemonics to proceed.

Chemonics reserves the unilateral right to terminate this Contract at any time, paying for all deliverables completed at the time of termination and a pro-rata share of any deliverable in progress. Any termination shall be made in writing to the Contractor. In the event of a dispute over a determination made by Chemonics regarding the amount to be paid, if any, to Contractor because of the termination, the

dispute shall be addressed in accordance with the Dispute provisions of this Contract.

**Section E. Contract fixed price, Invoicing and Payment**

**E.1. Contract fixed price**

In consideration for the delivery of all of the products and/or services stipulated in Section A., Chemonics will pay the Contractor a total of US\$ XX,XXX . This figure represents the total price of this Contract and is fixed for the period of performance outlined in Section C., Period of Performance. Chemonics will pay the total price through a series of installment payments. Chemonics will make each payment subject to Section E.3, below, after Contractor's completion of the corresponding deliverable indicated in the following table:

| <b>Installment Number and Amount</b> | <b>Corresponding Deliverable Number(s) and Name(s)*</b>                      |
|--------------------------------------|------------------------------------------------------------------------------|
| 1. \$XX,XXX                          | Knowledgable and capable GFA staff in advising and supporting farmers in GAP |
| 2. \$XX,XXX                          | Georgia GAP standards                                                        |
| 3. \$XX,XXX                          | Capable GFDC staff in cerifying farmers on Georgia GAP                       |
| 4. \$XX,XXX                          | Georgia GAP registered at government level                                   |

\*Deliverable numbers and names refer to those fully described in Section A.3, above.

**E.2. Invoicing**

Upon Mr. King's acceptance of the contract deliverables described in Section A., Background, Scope of Work, Deliverables and Deliverables Schedule, the Contractor shall submit an original invoice to Chemonics for payment. The invoice shall be sent to the attention of [GeorgiaZrdaProcurement@chemonics.com](mailto:GeorgiaZrdaProcurement@chemonics.com), and shall include the following information: a) contract number, b) deliverables delivered and accepted, c) total amount due in US dollars, per Section E.1., above; and d) payment address/bank account number.

**E.3. Payment**

Chemonics will pay the Contractor's invoice within thirty (30) business days after both a) Chemonics' approval of the Contractor's deliverables, and b) Chemonics' receipt of the Contractor's invoice. Payment will be made US dollars, paid to the account specified in the Contractor's invoice.

**E.4. Expenses and Liabilities**

Contractor understands that Chemonics will not reimburse Contractor for any supplies, equipment, or operating costs, nor will these costs of doing business be defrayed in any way by Chemonics.

**Section F. Force Majeure**

For the purposes of this Agreement, “Force Majeure” means an event or events either of nature or caused by man, which is beyond the reasonable control of a either party—that is, either Chemonics or the Contractor—and which makes a Party’s performance of its obligations under the contract impossible. In no event can a Force Majeure event be caused by the negligence or intentional action of a Party or such Party’s subcontractors or agents or employees. Any Force Majeure event must be an event that a diligent Party could not have reasonably expected and could not have taken action to mitigate or avoid such circumstances which prevent the Party from carrying out its obligations hereunder. Force Majeure causes may include—but are not restricted to—fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible, but not longer than five (5) days about such occurrence.

In the event that the Force Majeure event causing a delay or inability to perform continues for more than thirty (30) days after written notification, either party may terminate this Agreement immediately upon written notice to the other party.

#### Section G. Intellectual Property Rights

The ownership of all copyright and other intellectual property rights in respect of any data compilations, research, spreadsheets, graphs, reports, diagrams, designs, work products, software, or any other documents, developed in connection with this Contract will exclusively vest in or remain with Chemonics, which shall have all proprietary rights therein, notwithstanding that the Contractor or its employees may be the author of the intellectual property. All documents relating to the intellectual property or otherwise connected with this Contract, the services, or duties must be returned or delivered to Chemonics at the time of the expiration or termination of the Contract. The Contractor agrees not to publish or make use of any of the intellectual property, or documents relating thereto, without the prior written approval of Chemonics and proper attribution.

#### Section H. Proprietary and Confidential Information

The Contractor acknowledges that, in performing this Contract, Chemonics may be required to make available to Contractor certain information deemed to be Proprietary and Confidential information (“Proprietary Information”). Such information includes without limitation, information related to pricing, trade secrets, customer lists, and technical, financial and business information, patents, research, development, computer software, designs or processes, and know-how of Chemonics. Contractor agrees to safeguard and hold in strictest confidence all Proprietary Information.

Contractor hereto agrees not to disclose such Proprietary Information to unauthorized parties. Receiving parties shall not use Proprietary Information from the other for any purpose other than that as required for the performance of this Contract. Each Party shall designate in writing one or more individuals as the only person(s) authorized to receive Proprietary Information exchanged between the Parties pursuant to this Contract. Except as required in the performance of this Contract, neither this

Contract nor the furnishing of any information hereunder by Chemonics shall grant Contractor, by implication or otherwise, any license under any invention, patent, trademark or copyright.

The restrictions set forth in the foregoing provisions of this clause shall not apply to information: (a) which was at the time of the receipt otherwise lawfully known to the recipient independently of the disclosing party; (b) which was at the time of receipt lawfully within the public knowledge; (c) which subsequently is lawfully developed independently by the recipient; or (d) which subsequently is lawfully acquired from a third party without coordinating restriction on use.

Contractor shall return all Proprietary Information to Chemonics upon its request or upon termination of this Contract, whichever occurs first. Contractor shall have the right to retain an index of the Proprietary Information for its internal records, subject to Contractor's continued compliance with the restrictions and obligations set forth in this section. This section shall survive termination of this Contract.

#### Section I. Indemnity and Contractor Waiver of Benefits

(a) The Contractor waives any additional benefits and agrees to indemnify and save harmless Chemonics, its officers, directors, agents, and employees from and against any and all claims and liability, loss, expenses, suits, damages, judgments, demands, and costs (including reasonable legal and professional fees and expenses) arising out of:

- (1) the acts or omissions of Contractor, its employees, officers, directors, agents or its subcontractors;
- (2) injury or death to persons, including officers, directors, employees, agents and subcontractors of Contractor, or loss of or damage to property, or fines and penalties which may result, in whole or in part, by reason of the buying, selling, distribution, or use of any of the goods or services purchased or provided under this contract except to the extent that such damage is due to the negligence of Chemonics;
- (3) the infringement or violation of any patent, copyright, trademark, service mark, trade secret, or other proprietary interest of any third party resulting from Chemonics' use, distribution, sale, sublicensing, or possession of the goods (including software and all forms of written materials) or services purchased or provided, as authorized hereunder, or from the use or possession of said goods or services by Contractor, as authorized hereunder; or false claims submitted by Contractor or its subcontractors under this contract or as a result of a Contractor misrepresentation of fact or fraud by Contractor.

(b) Contractor shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing, provided that Contractor has notice or is given prompt written notice of such claim or suit and, further, that Contractor shall be given necessary information, reasonable assistance and the authority to defend such claim or suit. Contractor shall not settle, compromise or discharge any pending or threatened suit, claim or litigation, arising out of, based upon, or in any way related to the subject matter of this Contract and to which Chemonics is or may reasonably be expected to be a party, unless and until Contractor has obtained a written agreement, approved by Chemonics (which shall not be unreasonably withheld) and executed by each party to such proposed settlement, compromise or discharge, releasing Chemonics from any and all liability.

(c) If any of the goods or services provided by Contractor hereunder, including without limitation software and all forms of written materials, become the subject of a claim of infringement or violation of a third party's intellectual property, privacy and/or proprietary rights, Contractor shall, at its own expense, use its best efforts--

(1) to procure for Chemonics the right to continue use and, if authorized under this contract, distribution of the infringing goods or services or,

(2) to modify the goods or services to make them non-infringing, or to replace them with equivalent, non-infringing counterparts.

If none of the above mentioned can be successfully implemented, then Contractor shall refund to Chemonics all monies paid Contractor for the infringing goods and services.

Section J. Compliance with Applicable Laws and Standards

The Contractor shall perform all work in accordance with all applicable laws, ordinances, codes, regulations, and other authoritative rules of the United States and of Georgia and its political subdivisions and with the standards of relevant licensing boards and professional associations.

Section K. Protecting Chemonics' Interests when Contractor is Named on Suspected Terrorists or Blocked Individuals Lists, Ineligible to Receive US Government Funding, or Suspended, Debarred or Excluded from Receiving Federal Funds

In addition to any other rights provided under this contract, it is further understood and agreed that Chemonics shall be at liberty to terminate this contract immediately at any time following any of the following conditions:

- (a) the Contractor is named on any list of suspected terrorists or blocked individuals maintained by the U.S. Government, including but not limited to (a) the Annex to Executive Order No. 13224 (2001) (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or (b) the List of Specially Designated Nationals and Blocked persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury;
- (b) US Government determines that the Contractor is ineligible to receive US Government funding pursuant to U.S. laws and regulations; or
- (c) the Contractor is identified on the U.S. Government's Excluded Party List System, or successor listing, as being suspended, debarred, or excluded from receiving federal awards or assistance.

Notwithstanding any other provision of the Contract, upon such termination the Contractor shall have no right to receive any further payments.

Section L. Governing Law and Resolution of Disputes

(a) Governing Law. This contract, including any disputes related thereto, shall be governed by the laws of the District of Columbia.

(b) Disputes between the Parties. The following procedures shall govern the resolution of any controversy, dispute or claim between or among “Parties,” arising out of the interpretation, performance, breach or alleged breach of this Contract (“Dispute”) that is covered by (b) above.

(1) Negotiation. The Parties shall promptly attempt to resolve any Dispute by negotiation in the normal course of business. If, after good faith efforts, the Dispute is not resolved, either Party may request in writing that the Dispute be resolved via Executive Consultation pursuant to subparagraph (2) below.

(2) Executive Consultation. For Disputes submitted to Executive Consultation, each Party shall designate a senior company official with authority and responsibility for attempting to resolve the matter. For Chemonics, such designee shall be a Senior Vice President, or a person at a higher level of authority. For Contractor, such designee shall be an Executive Director or a person at a higher level of authority. The Party initiating the claim shall provide, in addition to documents supporting the claim, a brief summary of the claim, its perception of the positions of the Parties and any perceived barriers to settlement of the case. The summary may be submitted directly to the designated Party Executive. Within 30 calendar days after delivery of the claim summary, the Parties shall meet and attempt to resolve the Dispute. If the Dispute is not resolved within 45 days from submission of the claim summary, or such other amount of time as agreed between the Parties, the claiming Party may proceed under subparagraph (3) below.

(3) Arbitration. Any controversy or claim between the Parties arising out of or relating to this Contract, or the breach thereof, that has not been resolved by Executive Consultation, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection, unless otherwise provided herein. The arbitrators shall not be empowered to award damages in excess of compensatory damages and each Party expressly waives and foregoes any right to punitive, exemplary, or similar damages. Each Party will bear the cost of its own Attorney-Fees. The Arbitration shall be in Washington, D.C., unless otherwise agreed between the Parties.

(c) Notwithstanding any other term of this contract, Contractor has no right to submit claims directly to US Government.

(d) Obligation to perform work. Contractor shall diligently proceed with the performance of work pending final resolution of any Dispute.

#### Section M. Organizational Conflicts of Interest

To preclude or mitigate any potential conflicts of interest, Contractor agrees not to undertake any activity which may result in an organizational conflict of interest without first notifying Chemonics of such potential conflict of interest and receiving Chemonics’ written approval to undertake such activities.

#### Section N. Kickbacks, Illegal Payments to Foreign Officials and Fraudulent Activity

(a) Definitions.

*Kickback*, as used herein, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind, which is provided, directly or indirectly, to Chemonics or any of its

employees, the Contractor or Contractor employees, or vendors in any way related to the performance or subsequent activities of this Contract, for the purpose of improperly obtaining or rewarding favorable treatment in connection with this Contract.

*Illegal payments to Foreign Officials*, as used herein, refers to the payment (or offer, promise or authorization of payment) of anything of value to any foreign official or employee, directly or indirectly, for the purpose of obtaining or retaining business, directing business to any person or entity, or securing any improper advantage.

*Fraudulent Activity* refers to any misrepresentation of facts made by the Contractor or Contractor employees in order to influence the selection process, the execution, or the payment of a Contract to the detriment of Chemonics. This includes the submission of false or fraudulent bills or invoices, the falsification or fraudulent presenting of deliverables, and collusive practice among Contractors (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive Chemonics of the benefits of free and open competition.

*Person*, as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

*Contractor employee*, as used in this clause, means any officer, partner, employee, or agent of the Contractor.

(b) Prohibition Against Kickbacks.

Chemonics does not engage in or tolerate kickbacks or other forms of bribery. The Contractor and its employees, whether directly or indirectly engaged in the performance of this Contract, agree to abide by the terms of The United States Anti-Kickback Act of 1986, which prohibits any person from providing or attempting to provide any kickback; soliciting, accepting, or attempting to accept any kickback; or including, directly or indirectly, the amount of any kickback in the contract price charged by the Contractor to Chemonics.

(c) Prohibition Against Illegal Payments to Foreign Officials.

Chemonics does not engage in or tolerate illegal payments to foreign officials. Consistent with the principles and requirements of the United States Foreign Corrupt Practices Act (FCPA), and the OECD Convention on Combating Bribery of Foreign Officials in International Business Transactions, and all related and implementing legislation that may be applicable to this Contract, Contractor certifies, warrants and represents that:

- (1) It will not make, authorize, or offer any payment, or will not give, authorize the giving of, or offer anything of value, directly or indirectly, with respect hereto or otherwise,
  - (i) To any official or employee of any government, state-owned enterprise, or international organization,
  - (ii) To any person acting in an official capacity for or on behalf of any government state-owned enterprise, or international organization, or
  - (iii) To any political party or to any person known to be a candidate for any office in any government,

In order to

- (i) Influence any act or decision in any such person's official capacity;
- (ii) Induce any such person to violate a lawful duty, or;
- (iii) Induce any such person to use influence with any government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality, for the purpose of obtaining or retaining business or directing business to any person, or to secure any improper advantage.

(d) **Prohibition Against Fraudulent Activity**

Chemonics does not engage in or tolerate fraudulent activity in any of its business practices. The Contractor certifies, warrants and represents that it will not make any misrepresentation of facts to Chemonics in order to influence the selection process, the execution or the payment of this Contract to the detriment of Chemonics. This includes the submission of false or fraudulent bills or invoices, the falsification or fraudulent presenting of deliverables, and collusive practice among Contractors.

(e) **Reporting and Cooperation.**

When the Contractor has reasonable grounds to believe that a violation described in the paragraph above of this provision may have occurred, the Contractor shall promptly report the possible violation in writing to Chemonics. Failure to do so shall be considered a material breach of this Contract. The Contractor further agrees to cooperate fully with any United States Government agency investigating any possible violation described in this clause.

(f) **Remedies.**

Notwithstanding any other provision in this Contract, non-compliance with this Section shall be considered a material breach of this contract. Chemonics reserves the right to terminate this Contract, upon written notice, if it determines in its sole discretion that Contractor is in breach of this Section (see Section D, Changes, Stop Work and Termination).

Chemonics may offset the amount of any illegal payments against any monies owed by Chemonics under this Contract or order the monies withheld from future payments due the Contractor.

**Section O. Terrorist Financing Prohibition**

The Contractor is reminded that U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. Contractor must abide by these Executive Orders and laws. In addition to any other rights provided under this Contract, it is further understood and agreed that Chemonics shall be at liberty to terminate this contract immediately at any time if the Contractor is found to have engaged in transactions which violate these laws. Upon such termination the Contractor shall have no right to any further payments following the notice of termination given by Chemonics to the Contractor.

**Section P. Set-Off Clause**

Chemonics reserves the right of set-off against amounts payable to Contractor under this contract or any other agreement the amount of any claim or refunds Chemonics may have against Contractor.

Section Q. Assignment and Delegation

This Contract agreement may not be assigned or delegated, in whole or in part, by the Contractor without the written consent of Chemonics. Absent such consent, any assignment is void.

Section R. Contractor Performance Standards

(a) Contractor agrees to provide the services required hereunder in accordance with the requirements set forth in this contract. Contractor undertakes to perform the services hereunder in accordance with the highest standards of professional and ethical competence and integrity in Contractor's industry and to ensure that employees assigned to perform any services under this Contract will conduct themselves in a manner consistent therewith. The services will be rendered by Contractor: (1) in an efficient, safe, courteous, and businesslike manner; (2) in accordance with any specific instructions issued from time to time by Chemonics; and (3) to the extent consistent with items (1) and (2), as economically as sound business judgment warrants. Contractor shall provide the services of qualified personnel through all stages of this contract. Contractor represents and warrants that it is in compliance with all the applicable laws of the United States and any other Jurisdiction in which the services shall be performed. Contractor shall perform the services as an independent contractor with the general guidance of Chemonics. The Contractor's employees shall not act as agents or employees of Chemonics.

(b) Chemonics reserves the right to request the replacement of Contractor personnel and may terminate the contract due to nonperformance by the Contractor.

(c) Chemonics will use a variety of mechanisms to stay abreast of the Contractor's performance under the contract, and of general progress toward attainment of the contract objectives.

Section S. Waiver, Entirety of Agreement, Severability and Miscellaneous

(a) This Contract embody the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between or among the parties relating to the subject matter hereof. No statement, representation, warranty, covenant, or agreement of any kind not expressly set forth in this Contract shall affect, or be used to interpret, change, or restrict, the express terms and provisions of this Contract. Each of the parties hereto agrees to cooperate with the other parties hereto in effectuating this Contract and to execute and deliver such further documents or instruments, and to take such further actions as shall be reasonably requested in connection therewith.

(b) All statements, representations, warranties, covenants, and agreements in this Contract, and any SOWs issued hereunder, shall be binding on the parties hereto and shall inure to the benefit of the respective successors and permitted assigns of each party hereto. Nothing in this Contract shall be construed to create any rights or obligations except among the parties hereto, and no person or entity shall be regarded as a third party beneficiary of this Contract.

(c) In the event that any court of competent jurisdiction determines that any provision, or any portion

thereof, contained in this Contract is unenforceable or invalid in any respect, then such provision shall be deemed limited to the extent that such court deems it valid or enforceable, and as so limited shall remain in full force and effect. In the event that such court deems any such provision partially or wholly unenforceable, the remaining provisions of this Contract shall nevertheless remain in full force and effect.

- (d) The headings and captions contained in this Contract are for convenience only and shall not affect the meaning or interpretation of this Contract or of any of its terms or provisions.
- (e) Unless otherwise specifically agreed to the contrary in writing: (i) the failure of any party at any time to require performance by the other of any provision of this Contract shall not affect such party's right thereafter to enforce the same; (ii) no waiver by any party of any default by any other shall be valid unless in writing and acknowledged by an authorized representative of the non-defaulting party, and no such waiver shall be taken or held to be a waiver by such party of any other preceding or subsequent default; and (iii) no extension of time granted by any party for the performance of any obligation or act by any other party shall be deemed to be an extension of time for the performance of any other obligation or act hereunder.
- (f) Each party has been represented by its own counsel in connection with the negotiation and preparation of this Contract and, consequently, each party hereby waives the application of any rule of law that would otherwise be applicable in connection with the interpretation of this Contract, including but not limited to any rule of law to the effect that any provision of this Contract shall be interpreted or construed against the party whose counsel drafted that provision.
- (g) This Contract may be executed in any number of counterparts, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

#### Section T. Other Applicable Clauses

This contract the following clauses by reference, with the same force and effect as if they were given in full text. In some cases, the location of the full text is provided below.

##### (a) Worker's Compensation Insurance

If the work involves performance of services outside of the United States, then before commencing performance under this contract the Contractor shall maintain coverage through worker's compensation insurance or security covering each employee to the extent required by the Defense Base Act (DBA) of the United States (42 U.S.C. 1651) but in any event equivalent to coverage required by law or custom in the location where the Contractor's employee is performing services.

##### (For US organizations)

(b)Mandatory Standard Provisions for U.S. Nongovernmental Organizations (The full text of terms and conditions may be accessed electronically at this address:

<https://www.usaid.gov/sites/default/files/documents/1868/303maa.pdf>)

- a) Nondiscrimination (June 2012)
- b) Subawards and contracts (December 2014)

- c) USAID Eligibility Rules for Goods and Services (June 2012)
- d) Preventing Terrorist Financing – Implementation of E.O. 13224 (August 2013)
- e) Marking and Public Communications Under USAID Funded Assistance (December 2014)
- f) Travel and International Air Transportation (December 2014)
- g) Trafficking in Persons (April 2016) (a)(1)-(4)
- h) Ocean Shipment of Goods (June 2012)
- i) Limiting Construction Activities (August 2013). d) Construction is not eligible for reimbursement under this contract.
- j) Prohibition on requiring certain internal confidentiality agreements or statements (May 2017)
- k) Child Safeguarding (a) and (b) (June 2015)
- l) Mandatory Disclosures (July 2015)
- m) Nondiscrimination against beneficiaries (November 2016)

**(For non-US firms)**

- (b) Mandatory Standard provisions for non-US Nongovernmental Organizations:
  - a) USAID Eligibility Rules for Procurement of Commodities and Services (June 2012)
  - b) Marking and Public Communications Under USAID Funded Assistance (December 2014)
  - c) Preventing Terrorist Financing (August 2013)
  - d) Trafficking in Persons (April 2016) (a)(1)-(4)
  - e) Limiting Construction Activities (August 2013). d) Construction is not eligible for reimbursement under this contract.
  - f) Prohibition on requiring certain internal confidentiality agreements or statements (May 2017)
  - g) Child Safeguarding (a) and (b) (June 2015)
  - h) Mandatory Disclosures (July 2015)
  - i) Nondiscrimination against beneficiaries (November 2016)

The full text of terms and conditions may be accessed electronically at this address:  
<https://www.usaid.gov/sites/default/files/documents/1868/303mab.pdf>

(c) Required As Applicable Standard Provisions **(to be added at the time of award)**

(d) Debarment, Suspension, Ineligibility, and Voluntary exclusion.

The contractor hereby certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any Federal department or agency.