**Master Services Agreement**

**REMOVE THIS PAGE BEFORE SIGNATURE**

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| Authorized Usage: | This template may be used for master services agreements which meet the following criteria:   1. Professional services contracted on regular basis by same Provider. 2. Fixed prices for a list of Services during the term of the MSA. 3. During the term, IRC issues written requests (Statement of Work (SOW)) to contract with the Provider for each project (if emails or POs are used – please flag it). 4. Draft has been reviewed by GSC QA Team. |
| Edited by: | Office of General Counsel – 2017 |
| Directions: | 1. Edit or delete as applicable the optional provisions highlighted in yellow – remove the brackets. 2. This template should NOT be edited for use on one-time services agreements. 3. Identification of the Parties:  * IRC name: International Rescue Committee, Inc. * Supplier: Provide legal name of Supplier  1. Beware of these defined terms: Provider, SOW. 2. Numbers: spell out number in letters + number in digits 3. Formatting: If removing a Section, replace the text with: “INTENTIONALLY OMITTED” 4. Sections to review and raise with legal *if you have questions or would like to make changes*:  * Section 3.2 (Acceptance of Deliverables) * Section 5.4 (Taxes)  1. Add Exhibits when submitting to Legal for review. |

International Rescue Committee, Inc.

Master Services Agreement

IRC Reference #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This Master Services Agreement (“Agreement”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”) by and between International Rescue Committee, Inc. (“IRC”), a New York non-profit corporation, having an address at 122 East 42nd Street, New York, NY 10017, United States of America, and NAME, an STATE/COUNTRY company/corporation/limited liability company having an address at ADDRESS (“Provider”) (individually a “Party”, and collectively the “Parties”).

**WHEREAS**, the IRC desires to retain the services of Provider and Provider desires to render such services to the IRC, upon the terms and conditions contained herein.

**NOW, THEREFORE,** in consideration of the promises, the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. Scope of Agreement.

1.1 This Agreement describes the process by which IRC may engage Provider to perform professional services – To be further detailed as necessary as described in Exhibit A attached hereto (the “Services”), and sets out the terms and conditions applicable to those Services. IRC may procure Services under this Agreement for itself and for those of its consolidated subsidiaries or affiliates that IRC binds to this Agreement by its signature or which separately agree to the provisions of this Agreement.

1.2 Provider will perform such Services as negotiated in good faith and agreed by both Parties in one or more statements of work issued under this Agreement, a form of which is attached as Exhibit B (“Statement of Work” or “SOW”). Each SOW will describe (a) the Services to be performed, (b) the expected schedule for performance, (c) the amounts that IRC will pay for those Services, (d) a list of all of Provider’s Intellectual Property Rights to be incorporated or embedded in, or that are necessary for the use, operation or maintenance of, the Deliverables (as defined hereinafter) or Services, and (e) any other relevant information. This Agreement does not obligate either Party to enter into any SOW. If there is a conflict between the terms contained in the main body of this Agreement, any Exhibit and/or a SOW, the following order of precedence shall apply: (a) the SOW; (b) the applicable Exhibit; and then (c) the main body of this Agreement. If Provider commenced Services prior to execution of this Agreement or a particular SOW, the terms of this Agreement and the relevant SOW shall govern such Services.

1.3 Relationship of the Parties. The Parties agree and acknowledge that Provider is working as an independent contractor and that Provider is not and will not become a partner, agent, or principal of IRC while this Agreement is in effect. Nothing herein shall be deemed to create a joint venture, partnership, or agency between the Parties and neither IRC nor Provider shall have the power to obligate or bind the other in any manner whatsoever.

2. Services.

2.1 Services. Provider agrees to use its best efforts to provide the Services to IRC in accordance with this Agreement. Provider shall cause the Services to be performed (a) with adequate numbers of qualified personnel (as to training, skills and experience), (b) in a good, professional and workmanlike manner, (c) consistent with industry standards and generally accepted practices and (d) with the experience and expertise necessary to provide the Services in accordance with this Agreement.

2.2 Change in Scope. Provider shall promptly inform IRC of any possible revision, change, modification and/or deviation from the Services set forth in an SOW or any cause which may render Provider unable to perform such Services. For purposes of clarification, any aforementioned revision, change, modification and/or deviation from an SOW shall be subject to prior written approval by IRC (a “Change Order”).

2.3 Service Levels. Provider shall perform the Services in accordance with the applicable service levels and standards for the performance of the Services as set forth in the applicable SOW (“Service Levels”).

2.4 Labor and Materials. Provider shall perform all work necessary to provide the Services in accordance with this Agreement. Except as explicitly provided in this Agreement or an SOW, Provider shall furnish and pay for all labor, materials, services, facilities, equipment and computer resources (including the Provider’s Intellectual Property Rights) necessary to provide the Services and meet its obligations under this Agreement.

2.5 Knowledge Sharing. Provider shall: (a) explain and review the procedures set forth in the Deliverables with IRC on a regular basis; and (b) upon IRC’s request, assist IRC staff in understanding the performance of the Services, including attending meetings with IRC staff or, subject to the confidentiality obligations set forth hereunder, Provider’s designee to the extent necessary for such designee to provide Services to IRC.

2.6 Inspections and Monitoring. IRC shall have the right to (a) inspect all Services locations and (b) review upon reasonable prior notice all software and hardware used to provide the Services, training materials, job aids and other materials utilized in providing the Services.

2.7 Continuous Improvement and Best Practices. Provider shall on a continuous basis (a) use commercially reasonable efforts to identify ways to improve the Service Levels from the perspective of IRC and (b) identify, seek IRC approval for and, after obtaining IRC approval, apply in accordance with the Change Orders procedures proven techniques and tools from other installations and organizations within its operations that would benefit IRC operationally or financially. Provider shall consider in good faith IRC suggestions and proposals for such improvements, techniques and tools. Provider shall make available to IRC all enhancements or new features to the Services that Provider generally makes available to Provider’s other customers: (a) at no additional charge to IRC, if such enhancements or features are typically provided to Provider’s other customers at no additional charge; or (b) if such enhancement or feature is typically provided at an additional charge to Provider’s other customers, at such additional charge; provided, however, that such additional charge is no more than the charge to Provider’s other customers and reflects a discount to Provider’s standard charges that is consistent with the level of discount reflected in the Fees under the applicable SOW.

3. Deliverables.

3.1 Related Documentation. Provider shall provide IRC with all related documentation that is customarily provided with the applicable type of Services, or Deliverables (such documentation, the “Related Documentation”), and such Related Documentation shall be accurate, current, complete and sufficient to enable an individual reasonably skilled in the applicable subject matter to use and maintain the Related Documentation without reference to any other person or materials.

3.2 Acceptance of Deliverables.

(a) “Acceptance Criteria” are the objective criteria set forth in writing and mutually agreed upon by the Parties for the particular Deliverable. If provided pursuant to a SOW, Acceptance Criteria may be developed by Provider as a Deliverable or otherwise during the performance of the Services. If no detailed acceptance criteria have been agreed upon in writing for a particular Deliverable, its “Acceptance Criteria” will consist of applicable standards and practices generally accepted in the industry.

(b) Except as expressly agreed in a SOW, Provider warrants that, as of the date of delivery, each Deliverable will conform in all material respects with the Acceptance Criteria for such Deliverable.

4. Proprietary Rights.

4.1 Deliverables. The Parties agree and acknowledge that IRC shall be the sole owner of all products and proceeds of the Provider’s Services under this Agreement, including, but not limited to, all materials, writings, reports, designs, models, drawings, photographs, compilations of scientific and technical data, specifications, computer data bases, software, inventions, processes, and other intellectual properties fixed in writing or other media (“Deliverables”).

4.2 Proprietary Rights. The Parties agree and acknowledge that the entire right, title, and interest throughout the world to all Deliverables that are conceived, prepared, procured, generated, or produced, whether or not reduced by practice, by Provider, either solely or jointly with others during the course of, in connection with, or as related to the performance of this Agreement, shall be and hereby are vested and assigned by Provider to IRC.

4.3 Copyright. During the course of this Agreement, Provider may create certain Deliverables for the IRC that may be copyrighted under the applicable law. To the extent that any such Deliverables are created, Provider will be considered to have created a “work made for hire” for IRC as defined within the meaning of Title 17 of the United States Code or any other applicable industrial or intellectual property law. In the event that any Deliverable created by Provider does not qualify as a “work made for hire,” Provider hereby irrevocably transfers and assigns to IRC all such intangible property rights, including any copyright, free and clear of any and all claims which Provider may now or hereafter acquire or obtain in connection with the Deliverables.

4.4 Other Obligations. Provider agrees to execute any and all documents as IRC may from time to time deem necessary or desirable to evidence, maintain, perfect, protect, enforce, or defend its rights, or title and interest in or to the Deliverables and to do all other lawful acts as may be required by IRC to establish, document and protect such rights, title or interest. Provider agrees to acquire from each of Provider’s employees, and sub-providers, if any, the necessary rights to all such Deliverables, produced by any such employee or sub-provider (if any), in performing the SOW under this Agreement.

5. Fees; Payment.

5.1 Fees. IRC shall pay to Provider the fees, not otherwise disputed in good faith, as set forth in the applicable SOW for the performance of the Services described in such SOW (the “Fees”) within thirty (30) calendar days of the IRC’s receipt and approval of Provider’s invoice(s) and successful completion of the Provider’s Deliverables. Provider agrees to the following payment terms:

Provider will be paid by check/wire transfer, with the following Provider’s bank account details:

Beneficiary: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bank name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bank address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bank account No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Swift Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

IBAN Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5.2 All-Inclusive. The Fees for each SOW shall be all-inclusive and represent the sole and exclusive consideration to Provider hereunder for the Services, except as otherwise provided in the SOW. Any obligation by IRC to pay any amounts pursuant to this Agreement shall be subject to the terms and conditions set forth in the applicable SOW.

5.3 Expenses.

1. Except as expressly set forth in this Agreement, IRC shall have no obligation to pay to (or reimburse) any Party any amounts in addition to the Fees.
2. If any expenses are expressly set forth to be reimbursed by IRC, any such expense shall be reimbursed pursuant to this Article only if such expense is: (a) reasonable and customary; (b) subject to IRC’s prior written approval; and (c) itemized on the month’s invoice following the month in which the expenses occurred, with receipts supporting each expense.

5.4 Taxes.

1. IRC shall neither pay nor withhold federal, state or local income tax or payroll tax of any kind on behalf of Provider or Provider’s employees or sub-providers, if any.
2. Provider agrees to assume full responsibility and liability for any and all reporting of any Provider’s income as a result of this Agreement, and shall assume full responsibility and liability for the payment of all taxes, assessments, social security benefits and any other taxes incurred as a result of the compensation paid by IRC to Provider for Services under this Agreement. Provider agrees to assume full responsibility and liability for all taxes, assessments and penalties which may be imposed on IRC in the event any agency, regulatory body or court of competent jurisdiction makes a finding, ruling, or judgment that Provider is not an independent contractor. Provider further agrees to indemnify IRC for any claims, costs, losses, fees, penalties, interest, or damages suffered by IRC resulting from Provider’s failure to comply with this Article.

6. Insurance and Benefits.

6.1 Provider agrees and acknowledges that as an independent contractor, Provider and its employees and sub-providers (if any) are not entitled to any of the rights or benefits afforded to IRC’s employees, including, but not limited to, disability insurance, unemployment insurance, workers’ compensation, business travel accident insurance, emergency evacuation coverage, sick leave or any other employee benefit or insurance. Provider waives all rights to such benefits, including any right to file a claim for any employee benefits under any applicable federal, state or local law.

6.2 Provider agrees to assume full responsibility and liability for providing, at Provider’s own expense, all applicable professional, liability, medical and other insurance (including unemployment insurance, disability insurance, and workers’ compensation) for Provider and Provider’s employees and sub-providers (if any) to perform under this Agreement. By signing this Agreement, Provider certifies that it has obtained all applicable insurance coverage necessary to perform under this Agreement. Upon request of IRC, Provider agrees to provide evidence of any such insurance. Provider agrees to indemnify IRC for any claims, costs, losses, fees, penalties, interest, or damages suffered by IRC resulting from Provider’s failure to comply with this Article.

7. Term.

Subject to the terms and provisions set forth herein, including without limitation the provisions for termination as hereinafter provided, the term of this Agreement shall begin on the Effective Date and shall terminate on DATE (the “Initial Term”). Upon mutual written agreement between the Parties, the Agreement may be renewed for additional periods of NUMBER IN WORDS (NUMBER IN DIGITS) year(s)/month(s) (each, a “Renewal Term”), provided that the Parties give written notice of their desire to extend the Agreement, no less than thirty (30) calendar days prior to expiration of the then current Term. The Initial Term, together with any Renewal Term, shall be referred to herein as the “Term.”

8. Charge.

Except as otherwise provided in Section 10 hereunder, in the event Provider is unable to perform the Services set forth in the applicable SOW by, or within, the date(s) specified in the applicable SOW, Provider shall pay to IRC an interest charge of NUMBER IN WORDS percent (NUMBER IN DIGITS%) of the total compensation to be paid to Provider under such SOW per day of delay, computed from three (3) calendar days after the applicable delivery date until the related Services are completed by Provider and approved by IRC, or the maximum rate legally permitted, whichever is less, (such interest charge, a “Charge”). Such Charge shall be deducted from the following Provider’s invoice, or Provider should issue a credit in the full amount of the Charge to be immediately payable to IRC by Provider.

9. Termination.

In addition to all of its other termination rights hereunder, IRC may terminate this Agreement, in whole or in part, at any time during the Term, with or without cause, upon thirty (30) calendar days written notice to Provider. Except as otherwise provided herein, upon the termination or expiration of this Agreement, IRC shall not have any further obligation to Provider, except that Provider shall be entitled to receive any payments earned or accrued through the date of termination or expiration. Notwithstanding the foregoing, no termination or expiration of this Agreement will relieve Provider for any liability for any breach of or liability accruing under this Agreement prior to the termination or expiration thereof.

10. Force Majeure.

Except as otherwise provided herein, no Party shall lose any rights hereunder or be liable for any failure or delay in performance of any of its obligations hereunder (the “Defaulting Party”) if (a) the failure or delay is the result of an act of God (e.g., fire, flood, inclement weather, epidemic, or earthquake); acts of war or terrorism, including chemical or biological warfare; embargo; riots; insurrection or intervention of any government or authority; or any other governmental acts, orders, or restrictions; and (b) the Defaulting Party has exercised all reasonable efforts to avoid or remedy such force majeure. The Defaulting Party must provide written notice of the force majeure event to the remaining Party within two (2) calendar days of such event. Provider acknowledges that, in the event it does not exercise all reasonable efforts to avoid or remedy such force majeure or written notice is not provided within two (2) calendar days of such event, any Provider’s failure to perform resulting from such force majeure shall be deemed a breach of this Agreement.

11. Representations and Warranties.

* 1. Provider’s Warranties. Provider hereby represents and warrants to IRC that:

1. Deliverables (and use thereof) do not infringe, and shall not infringe or cause the infringement of, the proprietary rights of a third party;
2. All information provided by Provider to IRC with respect to the Services is complete and accurate in all respects;
3. The Services shall be provided in strict compliance with all laws or regulations applicable to the Services. Provider shall execute and deliver such documents as may be required to effect or to evidence compliance;
4. Provider is in compliance with all applicable laws, statutes and regulations;
5. Provider acknowledges that Provider is prohibited from conducting transactions with and the provision of resources and support to individuals and organizations associated with terrorism.  It is the legal responsibility of Provider to ensure compliance, including compliance of its sub-contractors if any, with these prohibitions;
6. Neither it, nor any of its affiliates or subsidiaries, is engaged in the sale or manufacture of anti-personnel mines or of components utilized in the manufacture of anti-personnel mines;
7. It has acquired the appropriate worker’s compensation for all its employees performing work under this Agreement. Provider certifies that it (a) is not disbarred, suspended or otherwise excluded from contracting with the United States federal government; and (b) has not used and does not use United States federal funds to lobby any member(s) of Congress or an officer or employee of a member of Congress in connection with obtaining any federal contract, grant or any other award.

11.2 Pass-Through Warranties. Provider shall, to the extent permissible, pass-through to IRC all available warranties and provide all available (including extended) applicable original equipment manufacturer and additional warranties that Provider has obtained for third party hardware used to provide the Services. Provider shall obtain and pass-through to IRC any warranties required by the specifications for hardware procured on behalf of IRC.

11.3 Parties’ Representations and Warranties. Each Party represents and warrants that: (a) it has full power and authority to enter into this Agreement and to perform its obligations hereunder; (b) it has properly registered in all jurisdictions for its performance under this Agreement; and (c) it has obtained all permits, licenses, and other governmental authorizations and approvals required for its performance under this Agreement.

11.4 Compliance with Laws. This Agreement is subject to all applicable state, federal, county and municipal laws, statutes and regulations, including child labor laws. Provider shall comply with all applicable laws, statutes and regulations including, but not limited to, export controls, import controls, customs regulations, trade embargoes and other trade sanctions and laws governing unlawful boycotts and payments to foreign government officials.

12. Indemnification and Limitation of Liability.

12.1 Indemnity. Provider shall be solely liable for, and shall defend, indemnify, and hold IRC, its affiliates, and all of their respective directors, officers, employees, agents, and independent contractors (all of the foregoing entities and individuals being collectively referred to herein as the “Indemnitees”) harmless from and against any and all damages, liabilities, injuries, losses, claims, suits, judgments, costs (including reasonable attorneys’ and experts’ fees), or any other expenses for damage which may be incurred by, asserted against, or recoverable from any Indemnitee arising out of or relating to the Services provided under this Agreement, including without limitation:

1. the Deliverables or use thereof infringing, or causing the infringement of, the proprietary rights of a third party (an “Infringement Claim”);
2. the inaccuracy, untruthfulness or breach of any of Provider’s representations, warranties, covenants or agreements in this Agreement; and
3. any violation or alleged violation by Provider of any applicable laws or regulations governing international transactions or activities including, but not limited to, export controls, import controls, customs regulations, trade embargoes and other trade sanctions, and laws governing unlawful boycotts and payments to foreign government officials.

The foregoing indemnification obligations shall not be limited by the amount or existence of insurance maintained or provided by Provider.

12.2 Infringement Claim. If Provider believes that an Infringement Claim is likely or, as a result of any Infringement Claim, a court of competent jurisdiction enjoins IRC or any of its affiliates from offering, or using any Deliverables (each, an “Infringing Deliverable”), Provider shall, at its expense, and in addition to Provider’s indemnification obligations under Section 12.1 (a), promptly:

1. Procure the right for IRC and its affiliates to continue to offer or use the Infringing Deliverable, without any further infringement;
2. Replace the Infringing Deliverable by delivering a substitute, compatible, non-infringing Deliverable to IRC substantially equivalent in functionality, useful life and performance to the Infringing Deliverable; or
3. In the event that, after using reasonable efforts, Provider is unable to achieve one of the remedies identified in subclauses (a) or (b) above on commercially reasonable terms, (1) accept the return of any Infringing Deliverable, and (2) immediately credit to IRC the Fees for the returned Infringing Deliverables.

12.3 Limitation of Liability. IN NO EVENT SHALL IRC BE LIABLE TO PROVIDER OR ITS AFFILIATES FOR ANY indirect, incidental, special or consequential damages arising from any claim under this Agreement, including, without limitation, ANY AND ALL SUCH DAMAGES FROM BUSINESS INTERRUPTION, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL OR LOSS OF USE OF ANY PROPERTY OR CAPITAL, whether in contract, tort, strict liability, or negligence, EVEN IF INFORMED OF THE POSSIBLITY OF SUCH DAMAGES.

13. Brand Features.

13.1 Definitions. For purposes of this Agreement, the following capitalized terms shall have the meanings ascribed to such terms in this Section unless the context otherwise requires:

1. “Brand Features” means the trade names, trademarks, service marks, logos, domain names, and trade dress of each Party.
2. “Intellectual Property Rights” means any and all rights existing from time to time under patent law, copyright law, moral rights law, trade secret law, trademark law, whether registered or unregistered, and any and all other similar proprietary rights, as well as any and all applications, renewals, extensions, divisionals, continuations, restorations and reinstatements thereof, now or hereafter in force and effect worldwide.

13.2 Brand Features.

1. Brand Features. Provider acknowledges that IRC solely owns all right, title and interest, including without limitation all Intellectual Property Rights, in and to its own Brand Features. Except to the limited extent expressly provided in this Agreement, IRC shall not grant, and Provider shall not acquire, any right, title or interest (including, without limitation, any implied license) in or to any Brand Features of IRC; and all rights not expressly granted herein are deemed withheld. All use by Provider of IRC Brand Features under this Agreement (including any goodwill associated therewith) shall inure to the benefit of IRC. Provider shall not attempt to register or have registered on its behalf Brand Features or domain names that are confusingly similar to those of IRC.
2. License to IRC Brand Features. Subject to the terms and conditions of this Agreement, IRC grants to Provider a limited, nonexclusive and nonsublicensable license during the Term to use the IRC’s name, “International Rescue Committee”, and display those IRC Brand Features expressly authorized in writing by IRC, solely for the purposes expressly set forth herein. In its use of any IRC Brand Feature, Provider agrees to adhere to any of IRC’s brand treatment guidelines for use of IRC’s Brand Features provided to Provider (if any), which may be updated by IRC, from time to time upon notice to Provider. Provider acknowledges that all aforementioned uses by Provider not authorized by IRC, in writing, shall be deemed a breach of this Agreement.
3. No Implied Licenses. Nothing in this Agreement or the performance thereof, or that might otherwise be implied by law, will operate to grant Provider any right, title or interest, implied or otherwise, in or to the Intellectual Property Rights of IRC hereto, other than the rights and licenses expressly granted in this Agreement. IRC expressly reserves all Intellectual Property Rights not expressly granted hereunder.

14. Confidential and Proprietary Information.

14.1 Confidential Information. Provider understands that under this Agreement IRC may disclose to Provider information of a confidential nature including, without limitation, files, donor or beneficiary information, records, drawings, specifications, equipment, and similar items relating to operations of IRC, that (a) is clearly and conspicuously marked as “confidential” or with a similar designation; (b) is identified by IRC as confidential and/or proprietary before, during, or promptly after presentation or communication; or (c) is disclosed to Provider in a manner in which IRC reasonably communicated, or Provider should reasonably have understood under the circumstances, that the disclosure should be treated as confidential, whether or not the specific designation “confidential” or any similar designation is used (“Confidential Information”). Confidential Information shall not include information (a) previously known to Provider without an obligation of confidence owed to IRC, (b) independently developed by or for Provider without use of or access to IRC’s Confidential Information, (c) acquired by Provider from a third party which is not known by Provider to be under an obligation of confidence owed to IRC with respect to such information, or (d) which is or becomes publicly available through no breach of this Agreement by Provider.

14.2 Privacy and Personally Identifiable Information. Provider shall comply with the applicable IRC privacy policy. With respect to any personally identifiable information related to the Services (“PII”), Provider shall:

1. process all PII accessed, obtained, developed, processed or produced by Provider only to perform its obligations under this Agreement and as specifically permitted by this Agreement, or as otherwise instructed in writing from time to time by IRC;
2. not use such PII for any other purpose including for its own commercial benefit;
3. treat all PII as Confidential Information;
4. ensure that all PII created by Provider on behalf of IRC is not subject to unauthorized alteration or deletion, accidental or unlawful destruction, accidental loss or alteration while such PII is under the control of Provider;
5. ensure that all appropriate administrative, technical and physical measures are taken to protect PII under the control of Provider against unauthorized disclosure or access and against all other unlawful forms of processing;
6. comply with the provisions of this Agreement and the reasonable instructions of IRC to return, store or destroy the PII;
7. comply with all applicable laws with respect to processing of PII and take any additional steps reasonably requested by IRC to comply with any notification or other obligations required under such laws;
8. notify IRC promptly upon becoming aware of a breach of any of the foregoing clauses in this Section; and
9. notify IRC prior to making any change with respect to Provider’s administrative, technical and physical measures to protect PII that could adversely affect the controls or standards of protection previously specified or approved.

14.3 Protected Health Information Compliance. Provider agrees to protect any health information protected under all applicable laws (“Protected Health Information”), including without limitation, any information related to a patient, including, but not limited to, patient name, patient number, information about patient’s medical history or medical condition. Provider further agrees to implement reasonable and appropriate safeguards to protect such Protected Health Information, including, but not limited to, securing all electronic Protected Health Information with technologies and methodologies, including encryption, that render such information “secured”.

14.4 Property of IRC. Confidential Information shall remain the exclusive property of IRC and shall not be removed from the premises of IRC under any circumstances whatsoever without the consent of IRC. During the term of this Agreement and anytime thereafter, except with the prior written consent of IRC, Provider shall not (a) disclose any Confidential Information of IRC other than to its officers, directors, employees, attorneys, accountants, financial advisors and contractors who are actively involved in fulfilling the obligations under this Agreement; (b) use Confidential Information, except for fulfilling the obligations under this Agreement; (c) make copies or allow others to make copies of such Confidential Information except in connection with disclosures pursuant to this Section (a) or (b); or (d) remove or export any such Confidential Information from the country of Provider in violation of laws. Provider shall treat the Confidential Information with at least the same degree of care and protection as it would use with respect to its own confidential information of a similar nature, but in no event less than a reasonable standard of care.

14.5 Return of Confidential Information. In the following cases:

(a) once any Confidential Information is no longer required for Provider to fulfill its obligations for IRC,

(b) at the expiration or early termination of this Agreement, or

(c) whenever IRC may otherwise request in writing the return of such Confidential Information,

Provider will either destroy or render useless within thirty (30) calendar days, or deliver to IRC, all copies of any Confidential Information (whether in tangible or electronic form) of IRC provided hereunder in Provider’s possession, custody or control, except to the extent, and only for so long as required by law or needed in connection with actual or anticipated litigation or for tax or auditing purposes to maintain an archived copy thereof.

15. Conflict of Interest; Ethical and Social Operating Standards.

15.1 Conflict of Interest.

(a) Provider hereby warrants that, to the best of its knowledge, no IRC employee, officer, consultant or other party related to IRC has a financial interest in the Provider’s business activities.

(b) Discovery of an undisclosed conflict of interest will result in immediate termination of this Agreement and disqualification of Provider from participation in future IRC activities.

15.2 Ethical and Social Operating Standards.

(a) Provider hereby agrees that Provider and Provider’s employees and subcontractors, if any, shall abide by and follow all established written policies of IRC related to work conduct, including, but not limited to, the IRC’s code of conduct (The IRC Way: Standards for Professional Conduct (“The IRC Way”)), and IRC’s Combating Trafficking in Persons Policy. The IRC Way provides three (3) core values - Integrity, Service, and Accountability – and twenty-two (22) specific undertakings. Provider acknowledges that all IRC employees and independent contractors are expected to apply these core values and follow these undertakings in carrying out work on behalf of IRC. It is a point of pride for IRC to apply these behavioral standards in IRC’s everyday operations.

The IRC Way provides, inter alia, that IRC does “not engage in theft, corrupt practices, nepotism, bribery, or trade in illicit substances.” IRC’s procurement systems and policies are designed to maximize transparency and minimize the risk of corruption in IRC’s operations.

Provider hereby acknowledges IRC’s commitment to transparency and integrity in IRC’s business processes. IRC hereby requests that Provider (a) inform IRC upon becoming aware that the integrity of IRC’s business has been compromised during the Term; and (b) report such events by notifying an IRC supervisor locally or by using IRC’s confidential hotline, Ethicspoint, which can be accessed at [www.ethicspoint.com](http://www.ethicspoint.com) or via toll–free phone call at (866) 654–6461 in the U.S., or collect call at (503) 352–8177 outside the U.S.

Provider hereby acknowledges that IRC will not tolerate any form of retaliation against Provider, Provider’s employees or subcontractors, if any. IRC hereby requests that Provider (a) inform IRC in the event of any retaliation by an IRC worker against Provider, Provider’s employees or subcontractors (if any) for having made a good faith disclosure during the Term; and (b) report such events by notifying an IRC supervisor locally or by using IRC’s confidential hotline, Ethicspoint, which can be accessed at [www.ethicspoint.com](http://www.ethicspoint.com) or via toll–free phone call at (866) 654–6461 in the U.S., or collect call at (503) 352–8177 outside the U.S.

(b) Provider hereby agrees to maintain high ethical and social operating standards during the Term, including:

* Working conditions and social rights: Avoidance of child labor, bondage, or forced labor; assurance of safe and reasonable working conditions; freedom of association; freedom from exploitation, abuse, and discrimination; protection of basic social rights of its employees and IRC’s beneficiaries; and prohibition of trafficking in persons. For avoidance of doubt, Provider shall not discriminate against any of IRC’s beneficiaries during the Term of this Agreement, such as, but not limited to, withholding, adversely impacting, or denying equitable access to the benefits provided through this Agreement on the basis of any factor not expressly stated in the Agreement. 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 Provider to perform its obligations under the Agreement.
* Environmental aspects: Provision of goods and services with the least negative impact on the environment.
* Humanitarian neutrality: Endeavoring to ensure that activities do not render civilians more vulnerable to attack, or bring unintended advantage to any military actors or other combatants.
* Transport and cargo: Not engaging in the illegal manufacture, supply, or transportation of weapons; not engaged in smuggling of drugs or people.

16. Audit.

Provider will maintain complete and accurate books and records in accordance with generally accepted accounting principles in Provider’s jurisdiction, consistently applied, properly and accurately recording all payments made by Provider or Provider’s agents in performance of this Agreement or related to it, and any compensation, reimbursement, or other payment made by or on behalf of IRC to Provider or Provider’s agents. Provider will maintain a system of internal accounting controls reasonably designed to ensure that it maintains no off-the-book accounts and that its assets are used only in accordance with its management directives. All Provider’s books and records related to this Agreement shall be available for inspection, copying, and audit by IRC or its designee during Provider’s normal business hours on reasonable notice throughout the Term and for three (3) years thereafter. IRC’s designees may include representatives of the European Commission, the European Anti-Fraud Office, the European Court of Auditors, the Office of the United Nations High Commissioner for Refugees (“UNHCR”), the Department for International Development (“DFID”), and any and all other donor agencies that provide funding to IRC. For all contracts funded by the European Commission's Humanitarian Aid and Civil Protection department (“ECHO”) or EuropeAid grants, the European Commission shall have right of access to relevant Provider files and documents upon request.

17. Arbitration.

17.1 In the event of a dispute arising out of or in relation to the terms of this Agreement, representatives of IRC and Provider shall meet and endeavor to settle the dispute in an amicable manner through mutual consultation. If such representatives are unable to resolve the dispute in a satisfactory manner within ten (10) calendar days’ written notice of a dispute by a Party, the dispute shall be resolved by binding arbitration at the request of either Party.

17.2 Upon receipt of written notice by either Party calling for arbitration with respect to any dispute arising out of or in relation to the terms of this Agreement, such arbitration shall be conducted in accordance with the then prevailing arbitration rules of the International Chamber of Commerce Court of Arbitration rules.

17.3 The arbitrator shall not have the right to award punitive damages or speculative damages to either Party and shall not have the power to amend this Agreement. The arbitrator shall be required to follow applicable law. A decision of the arbitrator shall be final and binding on the Parties and may be entered and enforced in any court of competent jurisdiction by either Party.

17.4 The prevailing Party in any arbitration shall be awarded reasonable attorneys’ fees, expert witness costs and expenses, and all other costs and expenses incurred directly or indirectly in connection with the proceedings, unless the arbitrator for good cause determines otherwise.

18. Notices.

All notices, requests, consents, claims, demands, waivers and other communications (“Notices”) hereunder shall be in writing and shall be given by (a) hand delivery; (b) a nationally-recognized overnight courier; (c) email (upon confirmation of receipt); or (d) certified or registered mail, return receipt requested, postage prepaid. Such Notices shall be effective upon receipt (or refusal of receipt) and must be sent to the respective Parties at the following addresses:

If to IRC:

International Rescue Committee, Inc.

Attn: NAME

Address: 122 East 42nd Street, 12th Floor

New York, NY 10168-1289

USA

Telephone: PHONE NUMBER

Email: EMAIL ADDRESS

If to Provider:

PROVIDER LEGAL NAME

Attn: NAME

Address: ADDRESS

ADDRESS

ADDRESS

Telephone: PHONE NUMBER

Email: EMAIL ADDRESS

19. Miscellaneous.

19.1 Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties hereto with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

19.2 Assignment. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party; provided, however, that IRC may, without the prior written consent of Provider, assign all or any portion of its rights under this Agreement to its subsidiaries or affiliates.

19.3 Amendment, Modification, Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after such waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

19.4 Remedies. The remedies accorded to the Parties by this Agreement are in addition to, and not in lieu of, all other remedies to which the Parties may be entitled at law or in equity.

19.5 Severability. If any provision (or portion thereof) of this Agreement shall be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect as if such invalid, void or unenforceable term had never been included.

19.6 Survival. The provisions of Articles 4, 6, 8, 11-19 shall survive expiration or termination of this Agreement.

19.7 Ambiguities. Each Party has participated fully in the review and revision of this Agreement. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted.

19.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, portable data format or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

*Signature page follows*

**IN WITNESS WHEREOF**, the Parties to this Agreement by their duly authorized representatives have executed this Agreement as of the date first above written.

**International Rescue Committee, Inc.**  **Provider**

|  |  |
| --- | --- |
| Signature: | Signature: |
| Title: | Title: |
| Print Name: | Print Name: |

**EXHIBIT A**

**SERVICES**

**EXHIBIT B**

**STATEMENT OF WORK TEMPLATE**