



GENERAL CONDITIONS OF CONTRACT

1. **LEGAL STATUS OF THE PARTIES:** Agency for Humanitarian and Development Assistance for Afghanistan (AHDA) and the Contractor shall also each be referred to as a “Party” hereunder, and:
 - 1.1 Pursuant, to the Charter of the AHDA and the Convention on the Privileges and Immunities of the AHDA, as a subsidiary organ of the AHDA, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.
 - 1.2 The Contractor shall have the legal status of an independent contractor *vis-à-vis* AHDA, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.
2. **SOURCE OF INSTRUCTIONS:** The Contractor shall neither seek nor accept instructions from any authority external to AHDA in connection with the performance of its obligations under the Contract. Should any authority external to AHDA seek to impose any instructions concerning or restrictions on the Contractor’s performance under the Contract, the Contractor shall promptly notify AHDA in writing and provide all reasonable assistance required by AHDA. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of AHDA, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of AHDA.
3. **RESPONSIBILITY FOR EMPLOYEES:** The following provisions shall apply:
 - 3.1 The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.
 - 3.2 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of AHDA, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.
 - 3.3 At the option of and in the sole discretion of AHDA:
 - 3.3.1 the qualifications of personnel proposed by the Contractor (*e.g.*, a curriculum vitae) may be reviewed by AHDA prior to such personnel’s performing any obligations under the Contract;
 - 3.3.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of AHDA prior to such personnel’s performing any obligations under the Contract; and,
 - 3.4 Requirements specified in the Contract regarding the number or qualifications of the Contractor’s personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:
 - 3.4.1 AHDA may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor’s personnel, and such request shall not be unreasonably refused by the Contractor.

- 3.4.2 Any of the Contractor's personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of AHDAA, which shall not be unreasonably withheld.
- 3.4.3 The withdrawal or replacement of the Contractor's personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.
- 3.4.4 All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.
- 3.4.5 Any request by AHDAA for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole or in part, of the Contract, and AHDAA shall not bear any liability in respect of such withdrawn or replaced personnel.
- 3.4.6 If a request for the withdrawal or replacement of the Contractor's personnel is *not* based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with AHDAA officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor's personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel's being withdrawn or replaced.
- 3.5 The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of AHDAA shall:
 - 3.5.1 undergo or comply with security screening requirements made known to the Contractor by AHDAA, including but not limited to, a review of any criminal history;
 - 3.5.2 when within AHDAA premises or on AHDAA property, display such identification as may be approved and furnished by AHDAA security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to AHDAA for cancellation.
- 3.6 Not less than one working day after learning that any of Contractor's personnel who have access to any AHDAA premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform AHDAA about the particulars of the charges then known and shall continue to inform AHDAA concerning all substantial developments regarding the disposition of such charges.
- 3.7 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within AHDAA premises or on AHDAA property shall be confined to areas authorized or approved by AHDAA. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within AHDAA premises or on AHDAA property without appropriate authorization from AHDAA.

4. ASSIGNMENT:

- 4.1 Except as provided in Article 4.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of AHDAA. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on AHDAA. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under the Contract, except with the prior written consent of AHDAA. Any such unauthorized delegation, or attempt to do so, shall not be binding on AHDAA.
- 4.2 The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations, *provided that*:

- 4.2.1 such reorganization is not the result of any bankruptcy, receivership or other similar proceedings;
and,
- 4.2.2 such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests; *and,*
- 4.2.3 the Contractor promptly notifies AHDAA about such assignment or transfer at the earliest opportunity;
and,
- 4.2.4 the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to AHDAA following the assignment or transfer.

5. **SUBCONTRACTING:** In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of AHDAA. AHDAA shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that AHDAA reasonably considers is not qualified to perform obligations under the Contract. AHDAA shall have the right to require any subcontractor's removal from AHDAA premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

6. **OFFICIALS NOT TO BENEFIT:** The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee, or other agent of AHDAA. The Contractor acknowledges and agrees that any breach of this provision is a breach of an essential term of the Contract.

7. **INDEMNIFICATION:**

7.1 The Contractor shall indemnify, defend, and hold and save harmless, AHDAA, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against AHDAA, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:

7.1.1 allegations or claims that the possession of or use by AHDAA of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to AHDAA under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party;
or,

7.1.2 any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

7.2 The indemnity set forth in Article 7.1.1, above, shall not apply to:

7.2.1 A claim of infringement resulting from the Contractor's compliance with specific written instructions by AHDAA directing a change in the specifications for the goods, property, materials, equipment or supplies to be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; *or*

7.2.2 A claim of infringement resulting from additions to or changes in any goods, property, materials equipment, supplies or any components thereof furnished under the Contract if AHDAA or another party acting under the direction of AHDAA made such changes.

7.3 In addition to the indemnity obligations set forth in this Article 7, the Contractor shall be obligated, at its sole expense, to defend AHDAA and its officials, agents and employees, pursuant to this Article 7, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

7.4 AHDAA shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of AHDAA or any matter relating thereto, which only AHDAA itself is authorized to assert and maintain. AHDAA shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

7.5 In the event the use by AHDAA of any goods, property or services provided or licensed to AHDAA by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:

7.5.1 procure for AHDAA the unrestricted right to continue using such goods or services provided to AHDAA;

7.5.2 replace or modify the goods or services provided to AHDAA, or part thereof, with the equivalent or better goods or services, or part thereof, that is non-infringing; *or*,

7.5.3 refund to AHDAA the full price paid by AHDAA for the right to have or use such goods, property or services, or part thereof.

8. **LIABILITY:**

8.1 The Contractor shall pay AHDAA promptly for all loss, destruction, or damage to the property of AHDAA caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.

9. **ENCUMBRANCES AND LIENS:** The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the AHDAA against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or AHDAA.

10. **EQUIPMENT FURNISHED BY UNHCR TO THE CONTRACTOR:** Title to any equipment and supplies that may be furnished by AHDAA to the Contractor for the performance of any obligations under the Contract shall rest with AHDAA, and any such equipment shall be returned to AHDAA at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to AHDAA, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate AHDAA for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

11. **COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

11.1 Except as is otherwise expressly provided in writing in the Contract, AHDAA shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for AHDAA under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for AHDAA.

12. **PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF AHDAA:** The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with AHDAA, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of AHDAA, or any abbreviation of the name of AHDAA in connection with its business or otherwise without the written permission of AHDAA.

13. **CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:** Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information")¹, shall be held in confidence by that Party and shall be handled as follows:

13.1 The recipient ("Recipient") of such Information shall:

- 13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; *and*,
- 13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.
- 13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
 - 13.2.1 any other party with the Discloser's prior written consent; *and*,
 - 13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employee's officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, *provided that*, for these purposes a controlled legal entity means:
 - 13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; *or*,
 - 13.2.2.2 any entity over which the Party exercises effective managerial control;
- 13.3 The Contractor may disclose Information to the extent required by law, *provided that*, subject to and without any waiver of the privileges and immunities of AHDAA, the Contractor will give AHDAA sufficient prior notice of a request for the disclosure of Information in order to allow AHDAA to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4 AHDAA may disclose Information to the extent as required pursuant to the Charter of AHDAA, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

- 13.5 The Recipient shall not be precluded from disclosing Information that is (i) obtained by the Recipient without restriction from a third party who is not in breach of any obligation as to confidentiality to the owner of such Information or any other person, or (ii) disclosed by the Discloser to a third party without any obligation of confidentiality, or (iii) previously known by the Recipient, or (iv) at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14. **FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:**

- 14.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.
- 14.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, AHDAA shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 15, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, AHDAA shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90)

days.

- 14.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which AHDAA is engaged in, preparing to engage in, or disengaging from any humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute *force majeure* under the Contract.

15. TERMINATION:

- 15.1 Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) days' notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 18 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.
- 15.2 AHDAA may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of AHDAA applicable to the performance of the Contract or the funding of AHDAA applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, AHDAA may terminate the Contract without having to provide any justification therefor.
- 15.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by AHDAA, the Contractor shall, except as may be directed by AHDAA in the notice of termination or otherwise in writing:
- 15.3.1 take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;
 - 15.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;
 - 15.3.3 place no further subcontracts or orders for materials, services, or facilities, except as AHDAA and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;
 - 15.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;
 - 15.3.5 transfer title and deliver to AHDAA the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;
 - 15.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to AHDAA thereunder;
 - 15.3.7 complete performance of the work not terminated; *and*,
 - 15.3.8 take any other action that may be necessary, or that AHDAA may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which AHDAA has or may be reasonably expected to acquire an interest.
- 15.4 In the event of any termination of the Contract, AHDAA shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, AHDAA shall not be liable to pay the Contractor except for those goods delivered and services provided to AHDAA in accordance with the requirements of the Contract, but only if such goods or services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from AHDAA or prior to the Contractor's tendering of notice of termination to AHDAA.
- 15.5 AHDAA may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:
- 15.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;

- 15.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;
- 15.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;
- 15.5.4 a receiver is appointed on account of the insolvency of the Contractor;
- 15.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; *or*,
- 15.5.6 AHDAA reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

15.6 Except as prohibited by law, the Contractor shall be bound to compensate AHDAA for all damages and costs, including, but not limited to, all costs incurred by AHDAA in any legal or non-legal proceedings, as a result of any of the events specified in Article 15.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform AHDAA of the occurrence of any of the events specified in Article 15.5, above, and shall provide AHDAA with any information pertinent thereto.

15.7 The provisions of this Article 15 are without prejudice to any other rights or remedies of AHDAA under the Contract or otherwise.

16. **NON-WAIVER OF RIGHTS:** The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

17. **NON-EXCLUSIVITY:** Unless otherwise specified in the Contract, AHDAA shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and AHDAA shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

18. **PRIVILEGES AND IMMUNITIES:** Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs or of UNHCR (as a subsidiary organ of the United Nations).

19. **TAX EXEMPTION:**

19.1 The Contractor authorizes AHDAA to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with AHDAA before the payment thereof and AHDAA has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide AHDAA with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and AHDAA shall reimburse the Contractor for any such taxes, duties, or charges so authorized by AHDAA and paid by the Contractor under written protest.

20. **OBSERVANCE OF THE LAW:** The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to AHDAA as such obligations are set forth in vendor registration procedures.

21. **MODIFICATIONS:**

21.1 The contracting authority as AHDAA has made known to the Contractor in writing, possesses the authority to agree on behalf of AHDAA to any modification of or change in the Contract, to a waiver of any of its provisions or to any additional

contractual relationship of any kind with the Contractor. Accordingly, no modification or change in the Contract shall be valid and enforceable against AHDAA unless provided by a valid written amendment to the Contract signed by the Contractor and contracting authority.

- 21.2 If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 22.1, above.
- 21.3 The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any goods or services provided under the Contract shall not be valid and enforceable against AHDAA nor in any way shall constitute an agreement by AHDAA thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 22.1, above.

22. AUDITS AND INVESTIGATIONS:

- 22.1 Each invoice paid by AHDAA shall be subject to a post-payment audit by auditors, whether internal or external, of AHDAA or by other authorized and qualified agents of AHDAA at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. AHDAA shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by AHDAA other than in accordance with the terms and conditions of the Contract.
- 22.2 The Contractor acknowledges and agrees that, from time to time, AHDAA may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract. The right of AHDAA to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to AHDAA access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by AHDAA hereunder.

23. **CHILD LABOR:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any), is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, *inter alia*, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle AHDAA to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

24. **MINES:** The Contractor warrants and represents that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any), is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle AHDAA to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

25. SEXUAL EXPLOITATION:

- 25.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of these provisions shall entitle UNHCR to terminate the Contract immediately

upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

- 25.2 ሰጪሰ shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

26. **PAYMENT INSTRUCTIONS:** AHDAA shall, on the fulfillment of the delivery terms, unless otherwise provided in the Contract or purchase order, make payment by bank transfer within thirty days of receipt of the Contractor's invoice for the goods and copies of any other documentation specified in the Contract. Payment against the invoice referred to above will reflect any discount shown under the payment terms agreed among the parties, provided payment is made within the period required by such payment terms. The prices shown in the Contract or the purchase order may not be increased except by express written agreement of AHDAA. Documents are to be sent to the address indicated in the Contract or purchase order.