**Annex A:**

**General Terms and Conditions**

## TERMS OF PURCHASE

**ACCEPTANCE OF ORDERS**. This purchase order ("Order" or “Contract”) is an offer by Mojaz Foundation to purchase the "goods" and/or "services" (collectively, other provisions specifically incorporated by reference in writing on this Order). Acceptance of this Order is expressly limited to its exact terms and acknowledgement form and return thereof to Mojaz Foundation, by Contractor's return to Mojaz Foundation of any other definite and reasonable expression of acceptance, or by attempted part or full performance. Mojaz Foundation objects, and refuses to assent, to the inclusion of any different, conflicting or additional terms proposed by Contractor in acknowledging or accepting the order. Acceptance by Mojaz Foundation of the Items will not constitute acceptance of any terms proposed by Contractor

**INVOICE REQUIREMENTS:** Contractor shall submit an invoice prior to payment for goods or services. Each invoice shall be numbered and shall include: (a) the Contractor’s name and address, dates of performance and amount of payment requested; (b) a reference by number to this purchase order; and (c) a description of the items for which payment or reimbursement is sought. Upon acceptance of the deliverables by Mojaz Foundation, Mojaz Foundation shall make payment to the Contractor either in local currency purchased by Mojaz Foundation at prevailing market rates, local bank account held in the name of Contractor. Mojaz Foundation shall not be liable for fluctuations in exchange rates after such purchase of local currency or wire transfer of funds.

**RELATIONSHIP:** It is understood and agreed that Contractor is furnishing services to **Mojaz Foundation** as an independent contractor, and nothing contained in the Contract between **Mojaz Foundation** and Contractor shall create any association, partnership, joint venture, employer-employee or agent-principal relationship.

**CONFIDENTIAL INFORMATION:** Each party shall treat as confidential all information obtained from the other during the course of performance under the Contract, unless such information is in the public domain. Neither party shall disclose such information without prior written consent of the other, unless compelled to do so by law.

**ASSIGNMENT:** Neither party may assign its rights or responsibilities under this contract without the prior written consent of the other, except that PI may assign its rights under the Contract if required to do so by law or as collateral for a bank loan or other financing.

**COMPLIANCE WITH LAWS:** Each party shall comply with all applicable laws, ordinances, rules and regulations of federal, state, and local governments and agencies relating to or affecting the work to be performed under the Contract.

**INDEMNIFICATION:**

 a. Contractor represents and warrants that no use or sale of any goods, alone or in any combination recommended or specified by Contractor, and no service performed by Contractor, its agents, employees or representatives, will infringe any United States or foreign patent invention, design, copyright or trademark ("property right"). Contractor agrees to indemnify and hold PI, its officers, agents, employees and vendees (mediate and immediate) harmless form any and all loss, expense (including attorney's fees), damage, liability, claims or demands and all judgments and decrees resulting from any actual or alleged infringement or contributory infringement or any property right arising from the use, lease, sale or other transfer of any such goods or from any such services performed hereunder. Contractor will at its sole expense, upon the written request of Mojaz Foundation, defend or assist in the defense of any action which may be brought against Mojaz Foundation or anyone using, leasing, selling or otherwise transferring any of Mojaz Foundation products incorporating any such Item by reason of any such actual or alleged infringement or contributory infringement; and Mojaz Foundation will have the right to select counsel and actively participate in any such action.

 b. Contractor will indemnify and hold Mojaz Foundation and its customers harmless from all penalties, damages and expenses, including attorneys' fees, incurred by Mojaz Foundation and/or its customers (whether or not the Order is cancelled) caused by or arising out of Contractor's breach of any term of this Order including, without limitation, the timely performance thereof.

 c. If Contractor's agents, employees or representatives enter premises owned, leased, occupied by or under the control of Mojaz Foundation or any of Mojaz Foundation customers or suppliers or if Mojaz Foundation agents, employees or representatives enter upon premises occupied by or under the control of Contractor or any of Contractor's customers or suppliers in the course of performance, Contractor will indemnify and hold Mojaz Foundation harmless from and against any and all loss, claim, damages, injury (including death), liability, cost, expense (including attorneys' fees) and any causes of action whatsoever arising out of or in connection with any act or omission of Contractor, its officers, employees and agents. Contractor will maintain public liability, property damage and employee’s liability and compensation insurance in reasonable

Amounts and kinds of sufficient to protect Mojaz Foundation from any of said risks and from any claims under any applicable worker's compensation or occupational duties acts. Contractor will provide Mojaz foundation with proper evidence of such insurance upon request.

**ENTIRE AGREEMENT:** This contract supersedes all prior oral or written agreements, if any, between the parties concerning the work under this contract and constitutes the entire agreement between the parties with respect to the work to be performed under this contract**.**

**MODIFICATIONS:** The scope of work and other terms and conditions contained in this contract shall not be added to, modified, superseded or otherwise changed except by written modification.

**INSPECTION/ACCEPTANCE:** Prior to acceptance, all Items will be subject to inspection and tests by PI at the place of manufacture and/or such other place selected by PI. Payment for Items delivered will not constitute acceptance thereof. Any acceptance resulting from initial inspection performed at PI's facility on receipt of Items will be considered conditional; PI has the right to return to Contractor, at Contractor's expense, Items which subsequently develop defects due to latent causes during inspection, installation and tests of the end product.

**EXECUTIVE ORDER ON TERRORISM FINANCE:** The Contractor is reminded that Pakistan laws prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the recipient to ensure compliance with such laws. The Treasury Department’s list of Specially Designated Nationals appears at www.treas.gov/offices/enforcement/ofac/sdn/.

**Termination for Convenience**. Mojaz Foundation reserves the right to terminate this purchase order or any part hereof for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work.

**Termination**. Mojaz Foundation may terminate the Contract or any part thereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any term or condition of the Contract, or fails to provide Pathfinder upon request with adequate assurance of future performance, or in the event of termination of the prime contract for convenience. In the event of termination for cause, Pathfinder shall not be liable to the Contractor for any amount for supplies or services not accepted, and Contractor shall be liable to Pathfinder for any and all rights and remedies provided under the Contract or by law. If it is determined that Pathfinder improperly terminated the Contract for default, such termination shall be deemed a termination for convenience.

**WAIVER**. Failure of Mojaz Foundation to enforce at any time or for any period of time any of the provisions of this contract will not constitute a waiver of such provisions or of the right of PI to enforce each and every provision.

**DEFAULT:**

 a. If any Items are defective or non-conforming or in case of breach of warranty, Mojaz Foundation has the right, in whole or in part, in its sole discretion, to (i) return at Contractor's expense (including unpacking, examining, repacking and reshipment charges), for repair, replacement, credit or refund (at Mojaz Foundation's sole discretion), all or any part of the order, (ii) cancel or hold all or part of any unfilled balance(s) due, or (iii) inspect or take corrective measures (or both) with the resulting charge as to be borne by Contractor. If Mojaz Foundation requests, Contractor will be present for testing, installing, modifying and adjusting the Items.

In the event of any such termination or cancellation, Mojaz Foundation may require Contractor to sell, transfer title and deliver to Mojaz Foundation any or all completed or partially completed goods and provide Mojaz Foundation, at Mojaz Foundation expense, reasonable technical assistance in establishing an alternate source for Items that have been so cancelled.

**WARRANTY:**

 a. Contractor warrants that all Items fully and strictly conform to the specifications, drawings, samples or other descriptions furnished or adopted by Mojaz Foundation; that they are of good material and workmanship and free from defects, including latent defects; that they are new and unused; that they are of merchantable quality;

**CODE OF CONDUCT:**

**Ethics and Integrity**. The Contractor agrees, in executing this Contract and in performing its obligations in connection therewith, to ensure that it, its officers, directors, employees, agents, lower-tier contractors and suppliers scrupulously avoid violations of laws, regulations or rules; donor requirements; and ethical standards (“misconduct”).

**Conflict of Interest.** The Contractor must establish appropriate conflict of interest policies and maintain reasonable business standards, procedures and controls to ensure that no conflicts of interest arise during implementation of this Program. A conflict of interest may occur if an interest or activity influences or appears to influence the ability of an individual to exercise objectivity or impairs the individual’s ability to perform his or her responsibilities in the best interest of the Program.  Therefore, Contractor represents that there is no competing interest between Contractor’s performance of this Contract and Contractor's performance under any other contract or agreement to which it is now a party, or intends to become a party to in the future. In the event that Contractor believes that there is any such potential conflict of interest, or any competing interest arises during the term of this Contract or extension thereof, it will advise Mojaz Foundation Contractual Contact in writing immediately. For more information on identifying and handling potential and actual conflicts of interest, please contact your Mojaz Foundation Contractual Contact.

**Improper Payments to Government Officials.** Contractor represents that none of its directors, officers, employees or agents is a Government Official or a member of the immediate family (spouse, parent, child, sibling or sibling's spouse) of a Government Official, and that no Government Official is, directly or indirectly, an owner of or investor in the Contractor, except as may be disclosed to the Pathfinder Contractual Contact.

Contractor agrees that, in performing any activity in connection with this Contract, neither Contractor nor any of its directors, officers, employees, agents, owners or shareholders

will pay, give, or authorize the payment or giving of, any money or anything of value to any Government Official for the purpose of influencing any act or decision of such Government Official or otherwise promoting the interests of Mojaz Foundation or the Contractor in any respect.

**Trafficking in Persons**. During the term of this Contract, Contractor must not engage in:

Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime)

Procurement of a commercial sex act;

Use of forced labor in the performance of this award;

Committing any act with respect to employees (including consultants and volunteers)  that supports or advances TIP including (i) confiscating identity or immigration documents; (ii) failing to provide return transportation upon request to employees recruited from another country; (iii) making false or misleading representations concerning terms or conditions of employment; (iv) charging recruitment fees to an employee; (v) using recruiters that do not comply with labor laws in the country where the recruitment takes place; (vi) if required by law or contract, failing to provide a written employment agreement or work document setting out employment conditions in a language the employee understands; or (vii) housing employees in substandard conditions

In the event of a violation of this provision, Pathfinder may terminate this Contract immediately, without penalty, and is also authorized to pursue any other remedial actions authorized as stated in section 1704(c) of the National Defense Authorization Act.

**Anti-Bribery and Corruption**. Contractor, its subsidiaries and affiliates must be committed to the highest standards of ethical and legal business conduct. This includes complying, without exception, with the letter and spirit of anti-bribery and anti-corruption laws.

Contractor, its subsidiaries and affiliates are strictly prohibited from:

bribery of governmental officials at any rank or level;

bribery of any other persons, including persons working for commercial businesses and non-governmental organizations;

any involvement in corruption or corrupt practices; and

engaging in bribery or corruption indirectly (for example, by channeling improper acts, payments, or requests through a third party).

Contractor agrees that, in connection with this Contract, it, or any person or entity acting on its behalf, will not commit any act or omission which causes or could cause an offence under, any laws relating to anti-bribery and/or anti-corruption including, “facilitation payment”. This is a legal term that refers to a small amount paid to secure or expedite a routine governmental action or service that a Contractor is legally entitled to receive. Facilitation payments are illegal in many countries and violate many donor agreements. Contractor is prohibited from making a facilitation payment without the written approval from Global Procurement Manager.

“Bribery” includes providing anything of value in order to obtain an improper business advantage.

“Providing” includes giving, paying, offering, authorizing, or promising to pay, whether done directly or indirectly, such as through a third party;

“Anything of value” includes money, gifts, hospitalities (meals, entertainment, hotels), charitable contributions, political contributions, offers of employment or consulting positions, referrals, in-kind services, loans, kickbacks, and stock or other ownership interests.

“Improper business advantage” includes obtaining or retaining business, directing business to a particular person or persons, receiving a governmental approval, license, permit or other favorable action, and any other unfair advantage.

“Corruption” and “corrupt practices” include:

**Authorizing improper payments to third parties;**

Agreeing to improper requests or demands of government officials or other persons; and

Abusing one’s position or otherwise acting improperly or fraudulently for personal benefit of any kind.

Contractor must maintain and enforce policies which are adequate to ensure compliance with anti-bribery and corruption requirements. Contractor must notify Pathfinder in writing as soon as it becomes aware of any breach of this provision and/or has reason to believe that it, its subsidiaries and/or affiliates have engaged in bribery and/or corrupt practices.

In the event of a violation of this provision, Mojaz Foundation may terminate this Contract immediately, without penalty, through written notice.

**Safeguarding**. Mojaz Foundation is committed to Safeguarding, which means protecting people from harm. Mojaz Foundation commitment encompasses protecting its employees, beneficiaries, and (including but, not limited to children, young people, and vulnerable adults) from bullying, harassment, exploitation, abuse, and any other harm. Contractors are expected to adhere to these commitments.

1. The Contractor is prohibited against using Mojaz Foundation resources (i.e. cash, services, or goods) or associated position of authority to exploit any individual (i.e., coerce them into unwanted physical, sexual, or emotional service); and
2. The Contractor is prohibited against engaging in sexual activity with children (persons under the age of 18) regardless of the age of majority or age of consent locally.  Mistaken belief regarding the age of a child is not a defense.
3. The Contractor is prohibited against watching, publishing, producing or sharing pornography showing children (persons under the age of 18);
4. Operations must comply with all applicable local laws and regulations and if there is a question, the Contractor will seek guidance from Pathfinder.
5. The Contractor has a responsibility and obligation to report known or suspected violations.

In addition, the Contractor understands the following principles regarding safeguarding which build upon the Inter-Agency Standing Committee’s (IASC’s) six core principles:

1. Exploitation and abuse perpetrated by Mojaz Foundation representatives constitute acts of gross misconduct and are therefore grounds for termination of employment.
2. Sexual activity with children (persons under the age of 18) is prohibited regardless of the age of majority or age of consent locally.  Mistaken belief regarding the age of a child is not a defense.
3. Exchange or money, employment, goods, or services for sex, including sexual favors or other forms of humiliating, degrading, or exploitative behavior is prohibited.  This includes exchange of assistance that is due to project participants.
4. Sexual or physical service (e.g. domestic labor) relationships between Pathfinder representatives and project participants are strongly discouraged since they are based on inherently unequal power dynamics.  Any pre-existing relationships should be disclosed to one’s manager.
5. Where a Contractor representative develops concerns or suspicions regarding abuse or exploitation by a fellow representative, whether Contractor staff or not, they must report such concerns immediately to Mojaz Foundation via channels below.
6. Contractor representatives have an obligation to contribute to and uphold a work environment that discourages exploitation and abuse in all its forms, including in and out of the office.

In addition, Contractor staff working on the project will be required to participate in initial and annual Safeguarding training and sign the Mojaz Foundation Standards of Behavior.

**Reporting**. Any actual or suspected misconduct by the Contractor, a Contractor representative, or party doing business with the Contractor during the execution of this contract and in performing its obligations in connection there with must be reported to Pathfinder as soon as reasonably possible after becoming aware of the actual or suspected misconduct.

Reporting Channels:

A.    Code of Conduct: Any reports related to the Code of Conduct may be submitted through any of the following mechanisms:

·     Contacting Programmatic or Contractual Contacts

·     Reporting online through Ethics Point\* (available at www.MojazFoundation.com)

·    Currently, Ethics Point does not have a reliable telephone service for these countries. Individuals who wish to make an anonymous report from these countries can use the online reporting form at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

\*Note that the Ethics Point an independent company which permits anonymous reporting in any language

·     As applicable for donor reporting:

B.  Safeguarding:  Any reports related to Safeguarding may be submitted through the channels listed above or by emailing safeguarding@mojazfoundation.org

Contractor must inform its employees in writing, in the predominant language of the workforce, of the reporting options outlined in this provision.

**Protections for Reporting Persons**. Contractor may not discharge, demote or otherwise discriminate against any employee as a reprisal for making a disclosure that the employee reasonable believes is evidence of:

Gross mismanagement of funds; an abuse of authority relating to the contract;

a substantial and specific danger to public health or safety;

a violation of law, rule, or regulation related to the contract.

Contractor must inform its employees in writing, in the predominant language of the workforce, of employee rights and protections regarding reporting.