

SERVICE CONTRACT –CONSULTANCY

XXXXXXXX XXXXXXXX **Analysis in Taiz Yemen**

Reference: SPC-YEM- XXXXXXXX XXXXXXXX

Between

SOLIDARITES INTERNATIONAL, hereinafter called

“SOLIDARITES-INTERNATIONAL”,

Represented by: XXXXXXXX XXXXXXXX

Position: XXXXXXXX XXXXXXXX

Address: 89 rue de Paris, 92110 Clichy – FRANCE

For SOLIDARITES INTERNATIONAL Yemen mission,

Represented by: XXXXXXXX XXXXXXXX [Acting CD]

Position: XXXXXXXX XXXXXXXX

Address: Dar Sa’ad, Insha’at Neighborhood, 90th St next to Safwa Hotel

FIRST PARTY

AND

XXXXXXXX XXXXXXXX hereinafter called

(SECOND PARTY/SERVICE PROVIDER)

Represented by: (XXXXXXXX Address: XXXXXXXX

Phone: XXXXXXXX

Email: XXXXXXXX

Both parties hereby agree on the following conditions:

1. PREAMBLE

SOLIDARITES INTERNATIONAL is implementing programs in Yemen, including in Taiz. As part of its activity, SOLIDARITES INTERNATIONAL requires the services of a professional **consultant to conduct** XXXXXXXX XXXXXXXX **Assessment in Taiz, YEMEN. Project** “Strengthening food, nutrition, and economic security of the most food-insecure host communities, IDPs and returnees in Taiz governorate, Yemen”

The Consultant, XXXXXXXX XXXXXXXX, (the service provider) having been deemed through competitive bidding to possess the expertise and experience required to render the required professional services, here by agrees to provide to SOLIDARITES INTERNATIONAL (the client), the said services defined hereafter, and subject to the present terms and conditions of service.

This Contract between SOLIDARITES INTERNATIONAL and the Service Provider follows the invitation to provide quotes to cover, through a CONSULTANCY contract, SOLIDARITES INTERNATIONAL relies on the Service Provider to provide services defined in the present contract in recognition of their international professional experience.

The Client is an international non-governmental (not for profit) organization and aims to provide services in various WASH, Food Security & Livelihoods and Shelter, and has no political or religious affiliations.

With reference to these facts, the following has been agreed

2. OBJECT OF THE CONTRACT

By this contract, SOLIDARITES INTERNATIONAL entrusts the Consultant, who accepts, the implementing of the following services:

XXXXXXXXX ASSESSMENT IN TAIZ, YEMEN AS DESCRIBED In The TOR ANNEX2

Such as described in detail in Annex 2 of the contract, hereafter called « The Services TERMS OF REFERENCE». The following documents also constitute part of this contract:

- The consultant's Technical Proposal and Proposed Methodology, annex 3.2
- The consultant's detailed budget (Quotation), annex 3.1
- The consultant's workplan, annex 5

NOTE: Where there is a variance in the financial data between the detailed budget and the letter of financial proposal, the former shall take precedence over the later for purposes of this contract.

3. DURATION AND IMPLEMENTATION

This Contract will be valid for a duration of XXXXXXXX months from contract signaturee. As per XXXXXXXX XXXXXXXX_work plan (annex:5). However Itarconsultants shall oblige to provide training to SI staff to be planned with mission based on convinient timing of each party but be clearly specified and shared within contractual timeline.

The duration of the contract can only be extended by a written amendment that is signed by the two Parties.

4. INDEPENDANCE

This contract does not preclude SOLIDARITES INTERNATIONAL right to engage with any other independently chosen consultants at any time, if deemed necessary.

None of the terms of this Contract creates a partnership, a common enterprise or an employer – employee link between SOLIDARITES INTERNATIONAL and the Consultant.

The Consultant can, during the time of the Contract, provide services for himself or any other entity without having to ask for SOLIDARITES INTERNATIONAL authorisation.

The Consultant thus acts as an independent consultant, and as such, is not entitled to any pension, bonus or advantage on behalf of SOLIDARITES INTERNATIONAL. He must, exclusively on his own, be subject to any tax, contribution or such on all amounts paid by SOLIDARITES INTERNATIONAL to him.

5. PRICES

In return for implementing the Services, SOLIDARITES INTERNATIONAL will pay the Consultant a (fixed) remuneration of XXXXXXXX XXXXXXXX **USD** XXXXXXXX XXXXXXXX **USD**. As shown in the table below.

XXXXXXXXXX XXXXXXXXXX Assessment in Taiz, Yemen				
Phase of the project	Project manager Robin Laur	Support analysis and field manager Joelle Saliba	Project direct in charge quality assurance Charles Teffo	Local enumerator (Option 2)
In days				
Total #days				

including taxes and all related costs.

The Payment will be done for above will :

- ❖ by bank transfer on the bank name : XXXXXXXX XXXXXXXXXX
- ❖ Consultant's account Name: XXXXXXXX XXXXXXXXXX
- ❖ IBAN: XXXXXXXX XXXXXXXXXX
- ❖ Bank code (SWIFT/BIC): XXXXXXXX XXXXXXXXXX
- ❖ Address: XXXXXXXX XXXXXXXXXX

within thirty days following the Consultant's invoice, according to following payment plan (TTC):

The amount above represents the only remuneration which the Consultant is entitled to for his Services. All associated costs for planning, conducting (field work) and reporting of the proposed survey will be borne by the consultant.

The consultant immediately agrees to respect all specific security instructions at SI and based on SI's security analysis and knowledge of the zone and those involved there. In case of an incident encountered during the consultancy, the consultant agrees to contact SOLIDARITES INTERNATIONAL as quickly as possible.

5. CONFIDENTIALITY

5.1. Each party commits itself to keeping the deepest confidentiality on the information it may become aware of by any means while implementing this agreement and to observing professional secrecy concerning the other party.

5.2. Each party will refrain from divulging to a third party, freely or on the base of a fee, and under any form, any information concerning the other party, except under prior written authorisation from either party stating the recipient

of the information as well as its content. Each party commits itself to take any measure needed to ensure that this confidentiality obligation is observed by its staff.

5.3. The obligations resulting from this article do not apply if the Party that is the recipient of the information proves that:

- the information, at the time of its communication, was already accessible to the public or had been made public in a different way than the violation of the commitment taken in this confidentiality clause;
- the information has been legally exposed to a third party by a source different than the recipient of the information ;
- the disclosure of the information is required by a law, a justice sentence or a public authority, whatever its nature might be.

5.4. The confidentiality obligation such as described above is valid during the length of this contract. It is also valid during the five (5) years following the Contract's end, regardless of the reason for ending the contract.

5.5. In case of early termination, or when this agreement expires the Consultant commits himself to giving back to SOLIDARITES INTERNATIONAL all technical documents he had had access to and that SOLIDARITES INTERNATIONAL might claim.

6. IMAGE - REPUTATION

6.1. The Consultant commits himself not to harm SOLIDARITES INTERNATIONAL 's image or reputation while fulfilling the obligations defined by this Contract.

6.2. The Consultant commits himself to not have any activity for a third party that might harm the implementation of the Services. The Consultant will not have any activity similar to that described in this Contract, during the time of this Contract, for or on behalf of any private or legal person whose interests are conflicting or incompatible to those of SOLIDARITES INTERNATIONAL .

6.3. The Consultant will not represent, commit or link SOLIDARITES INTERNATIONAL in anyway without SOLIDARITES INTERNATIONAL 's prior written consent.

7 INTELLECTUAL PROPRIETY

7.1. In return for the amount paid by SOLIDARITES INTERNATIONAL to the Consultant, he will grant SOLIDARITES INTERNATIONAL all the intellectual property rights related to the creations (hereafter called « Work ») made while implementing the Services.

7.2. The Consultant also commits to giving willingly and exclusively to SOLIDARITES INTERNATIONAL , as soon as the Work is done, with all right guarantees, the full property of logos, images, mock-ups, models, photos, texts, articles, graphs, graphics, scientific data, animation, videos, whatever their nature, form or format and material.

7.3. The Consultant commits to cede all the above intellectual property rights to SOLIDARITES INTERNATIONAL , for the legal protection time in France and abroad, and in the whole world.

7.4. According to Article L.131-3 of the French Intellectual Property Code, the intellectual property rights that the Consultant grants SOLIDARITES INTERNATIONAL contain:

- the right to reproduce or make copies, in unlimited number, of the Work alone or together with other elements, under any form and format, on any existing or future medium, such as web, mobile (applications) or printing, using any current or future method or process ;
- the representation right, using any process, known or unknown on the signing day, including Internet or any audiovisual communication medium such as the web, mobile (applications) or printing ;
- the right to represent and distribute/ broadcast the Work to all audiences, freely or for a fee, using any existing or future medium or process, including the web, mobile (applications) or printing ;
- the right to adapt, modify, translate in any language, transform, mix, assemble, arrange, transcribe, adapt all or any part of the Work, or integrate it completely or partially to any other work ;
- the right to distribute, to sell the Work, by any means, using any network (Internet, Satellite, etc.) on any existing or future medium, such as the web, mobile (applications) or printing, freely or for a fee ;
- the right to exploit personally or for the profit of a third party the Work, by any method any process using any network (Internet, Satellite, etc.) on any existing or future medium, such as the web, mobile (applications) or printing ;
- the right to grant to any third party, using any type of agreement, any exploitation right of the Work by any method any process using any network (Internet, Satellite, etc.) on any existing or future medium, such as the web, mobile (applications) or printing ;
- as well as any medium for the Work.

7.5. The data, methods and recommendation produced by the Consultant as part of this contract are granted to SOLIDARITES INTERNATIONAL , being understood that, under respect of the confidentiality clause underneath, the Consultant can use it for the development of his personal knowledge.

7.6. This contract does not grant the Consultant any right, permit or licence to use SOLIDARITES INTERNATIONAL 's name or brand or logo, whether they are under copyright or not, unless in case of absolute need for the implementation of his obligations such as defined in this agreement.

8. DATA AND EQUIPMENT PROPERTY

8.1. All the relevant studies, reports, data and documents, such as diagrams, plans, statistics and annexes provided to the Consultant, as well as any software, are the property of SOLIDARITES INTERNATIONAL .

The Consultant does not have the right to retain these documents.

When this agreement ends, the Consultant commits himself to give back to SOLIDARITES INTERNATIONAL any technical documents that might have been provided to him.

9. MODIFICATIONS TO THE CONTRACT

9.1 SOLIDARITES INTERNATIONAL reserves the right to modify the type of service mentioned in the Agreement at the time of the signature and during the validity of the Agreement. In such event, the Service Provider will propose a unit price for the new service. SOLIDARITES INTERNATIONAL may negotiate and refuse the proposed prices if the Service Provider is not competitive in terms of quality, price, delivery times or other conditions.

9.2 Unit prices are applicable for all locations, for any quantity and at any time during the duration of the agreement.

9.3 SOLIDARITES INTERNATIONAL can modify any part of the terms and conditions necessary for the provision and/or service.

These modifications can consist in:

- Additions, cancellations, replacements, changes in quality or quantity of service
- No modification order will invalidate the Agreement. However, any financial modification consequent to such modification shall be evaluated.

9.4 Any modification shall be notified in writing, and by SOLIDARITES INTERNATIONAL Representative.

9.5 As soon as possible, after reception of the written order, the Supplier shall transmit an acceptance letter to SOLIDARITES INTERNATIONAL, with the modifications, new unit prices (if applicable; normally not likely) and the necessary delivery time.

9.6 Any agreement modification other than a written order shall be formalized by an amendment to the Agreement signed by both parties. Changes of address or bank account numbers can be notified by a simple letter from the Service Provider.

10. PENALTY CLAUSE

10.1. The strict respect of the deadlines is a crucial element of this Contract, as if SOLIDARITES INTERNATIONAL had considered it not to be held, it would have not signed the contract.

In case of failure to respect the dates and deadlines written in this contract, a penalty of liquidated damages for delay shall be calculated in the first week by 1% per day from the cost of unfulfilled and will be deducted from the payment without any prior notice. And will increase on a weekly basis by 0.05% up to a max of 10 % deduction from the unfulfilled expenses. A penalty for delay shall not be calculated in case of Force majeure or In case of adverse external conditions, the consultant should inform SOLIDARITES INTERNATIONAL in writing not later than 24 hours, after the incident due to which consultant was not able to carry on the work, that includes delays from SI in providing agreed services for the consultant per day for each late day, without any prior notification from SOLIDARITES INTERNATIONAL in case not well justified and approved.

10.2. It is stated that the payment of delay penalties, to which related recovery costs may be added, is without prejudice to SOLIDARITES INTERNATIONAL's faculty to terminate this Contract due to the Consultant, following the conditions defined in Article 11.

10.3. The payment of the penalties must be made following SOLIDARITES INTERNATIONAL's first request and can be, on its request, compensated by the amounts still due to the Consultant.

10.4. The Consultant acknowledges that the lack of respect of deadlines brings a great prejudice to SOLIDARITES INTERNATIONAL. Thus, the Consultant expressly accepts that the payment of the penalty defined above does not mean that SOLIDARITES INTERNATIONAL is not entitled to complementary legal damages in return for the complete suffered prejudice.

11. TERMINATION TO THE CONTRACT

BY SOLIDARITES INTERNATIONAL

11.1 SOLIDARITES INTERNATIONAL may terminate the Agreement upon 14 days notice to the Service Provider for any of the following reasons:

- The Service Provider does not fulfil his obligations as stipulated in the Agreement.
- The Service Provider does not comply with SOLIDARITES INTERNATIONAL's notification to cure in a reasonable delay a negligence or the non-respect of any agreement term which significantly compromises the implementation of the Agreement within the timeframe
- The Service Provider refuses or fails to implement orders from SOLIDARITES INTERNATIONAL
- The Service Provider delegates or subcontracts the Agreement without SOLIDARITES INTERNATIONAL's approval to third party.
- The Service Provider is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or of any other similar proceedings under national laws and regulations;
- The Service Provider is the subject of proceedings or a conviction for fraud, corruption, participation in a criminal organization or any other illegal activity that may substantially damage communities' financial interests.
- Modifications occur within the Service Provider's company, resulting in a change of personality, nature, or control of the Suppliers, unless an amendment is signed to stipulate these modifications.
- Any other legal incapacity prevents the enforcement of the Agreement.

11.2 As soon as the termination is notified to the Service Provider, SOLIDARITES INTERNATIONAL orders the Service Provider to take immediate action to stop without delay the delivery of service and minimize the costs.

11.3 In the event of a termination, SOLIDARITES INTERNATIONAL establishes as soon as possible a list of the delivered service given in the Supplier's or representative's presence or after proper convocation. A statement of the amounts due to the Service Provider and from the Supplier to SOLIDARITES INTERNATIONAL is established at the date of the termination of the Agreement.

11.4 In the event that SOLIDARITES INTERNATIONAL terminates the Agreement, SOLIDARITES INTERNATIONAL is entitled to compensation for the prejudice suffered.

BY THE SERVICE PROVIDER

11.5 The Service Provider may terminate the Agreement upon 14-day notice to SOLIDARITES INTERNATIONAL if:

- SOLIDARITES INTERNATIONAL does not pay him the sums owed pursuant to this Agreement.

- SOLIDARITES INTERNATIONAL does not fulfil its agreement obligations after several written reminders.

11.6 The termination does not affect any other right of SOLIDARITES INTERNATIONAL or the Service Provider pursuant to this Agreement.

12. FORCE MAJEURE EVENTS

12.1 Neither party will be considered as in breach of its agreement obligations if the party is prevented from performing its obligations by an event of "force majeure", occurring either after the date of the notification of allocation of the market, or after the date of signature of the Agreement (preference given to the earliest date).

12.2 An event of "Force majeure" includes strikes, lock-out, declared wars or acts of wars, blockades, uprisings, riots, epidemic, landslide, earthquake, storm, thunder, flood, erosion, explosion, or any unforeseeable event beyond the control of the parties which could not have been avoided by the exercise of due diligence.

12.3 If one of the parties consider that such event happened and will potentially prevent it from implementing the Agreement, the party shall notify the other party of the nature, the possible duration and the effects of this event. In the case the Service Provider is affected and provided SOLIDARITES INTERNATIONAL does not give contradictory written orders, the Service Provider shall continue implementing the Agreement to the extent of his possibilities and shall look for any other reasonable means of fulfilling his obligations that the “force majeure” does not prevent him from. However, the other reasonable means should be implemented only if SOLIDARITES INTERNATIONAL approves them.

13 RESPONSIBILITIES

Consultant OBLIGATIONS

13.1. The Consultant commits himself to putting to use all of his experience, knowledge and attention in implementing the Services and to fulfilling the contract's obligations with due diligence and in accordance with all proper rules.

13.2. As part of his mission within the Contract, the Consultant commits himself to take into account any request and observation made by SOLIDARITES INTERNATIONAL .

13.3. The Consultant agrees to act loyally and solely attend to the Client’s interests.

13.4. The Consultant agrees to hold meetings as per required by SOLIDARITES INTERNATIONAL . At this meeting the Consultant is to account for the project status, and the parties will then jointly discuss the implementation of any initiatives to be taken in the time up to the next meeting. The Consultant will draft minutes of the meetings within [insert days] working days from each meeting.

13.5. On a weekly basis the Consultant will report to the Client on the hours consumed.

SI, OBLIGATIONS

13.1. SOLIDARITES INTERNATIONAL commits itself to collaborate loyally with the Consultant and, in particular, to provide to him all documents, information and elements needed for the implementation of the requested Services.

As part of the implementation of this Contract, the preferential contacts of the Consultant are article 17.

The technical line supervision for this activity on the part of SI shall be the xxxxxxxx xxxxxxxx Coordinator or a delegate so assigned by the SI Country Director.

13.2. SOLIDARITES INTERNATIONAL also commits itself, to pay the Consultant remuneration, according to the article 6 of this Contract, in return for his services.

14. JURISDICTION

The law and regulations of the local administration govern this agreement, As far as possible, SOLIDARITES INTERNATIONAL favours out-of-court (amicable) settlement of litigation with the Service Provider. When amicable settlement is not possible, arbitration can be made by relevant jurisdiction of the local administration.

15. LANGUAGE AND LAW

The provisions of this Agreement shall be in English. The law governing the provision of this Agreement shall be the applicable law(s) of the Government of Yemen, AND OR For the interpretation of this Contract, French law maybe be applied.

16. INSURANCE

During the time of the Contract, the Consultant will subscribe, in particular but not exclusively to the following insurance:

- professional indemnity insurance,
- if needed, personal indemnity insurance,
- equipments insurance covering loss and material damage suffered by any equipment acquired, used, provided or paid for by SOLIDARITES INTERNATIONAL within this Contract,
- if needed, motor vehicle liability insurance and all risk insurance for any vehicle acquired within this Contract,
- if needed, health insurances, life, invalidity, repatriation insurance, for instance,
- when the Consultant travels abroad during its mission, and in particular in SOLIDARITES INTERNATIONAL intervention countries that can be at risk, an insurance on war, terrorism and natural risk insurance .

The Consultant commits himself to provide to SOLIDARITES INTERNATIONAL'S first request any subscription proof for the above insurance.

As a consequence, SOLIDARITES INTERNATIONAL cannot be held for responsible to compensate the Consultant for any prejudices or damages suffered during its mission, whatever their causes may be (invalidity, death, etc.)

17. COMMUNICATION AND AUTHORIZED PERSONNEL

The notifications under this Contract are effective upon their receiving at the addresses stated at the beginning of this document. The notifications can be delivered in person, by a mailing service, by fax (against receipt), by registered letter with an acknowledgment of receipt or by e-mail.

Any communication relating to the present Agreement between The Service Provider and SOLIDARITES INTERNATIONAL shall mention the title and reference of the Agreement and shall be transmitted by mail, email or in person according to the terms and conditions of the present agreement.

Contact persons for both parties are: _____ :

For SOLIDARITES INTERNATIONAL

Name: xxxxxxxx xxxxxxxx

Position: xxxxxxxx xxxxxxxx

Address: Dar Sa'ad, 90th ST, Aden

Phone: +967774398408/+967734980813

Email: xxxxxxxx xxxxxxxx

Name: xxxxxxxx xxxxxxxx

Position: xxxxxxxx xxxxxxxx

Address: xxxxxxxx xxxxxxxx

Phone: xxxxxxxx xxxxxxxx

Email: xxxxxxxx xxxxxxxx

Name: xxxxxxxx xxxxxxxx

Position: xxxxxxxx xxxxxxxx COORDINATOR

Address: Dar Sa'ad, 90th ST, Aden

Email: xxxxxxxx xxxxxxxx

For SERVICE PROVIDER

Name: xxxxxxxx xxxxxxxx

Position: xxxxxxxx xxxxxxxx

Phone: xxxxxxxx xxxxxxxx

Email: xxxxxxxx xxxxxxxx

18. THE AGREEMENT DOCUMENT

The Contract includes the following documents, mentioned by hierarchical order:

This agreement

annex 1: Solidarites international code of conduct for vendors.

annex 2 Solidarites Terms of reference TOR (External PDF)

annex 3.1: Quotation/detailed budget (External PDF)

Annex 3.2 The consultant's Technical Proposal and Proposed Methodology

annex 4: Service acceptance form

annex 5: xxxxxxxx xxxxxxxx Working plan (External PDF attached)

For SOLIDARITES INTERNATIONAL

Name:

Position:

Date:

Signature:

For THE SERVICE PROVIDER

Name:

Position:

Date:

Signature:

Annex I: Code of conduct for vendors

Code of conduct for vendors

SOLIDARITES INTERNATIONAL is a non-governmental organisation. Private, non-political, non-denominational and non-profit-making, it was set up in France in 1980 to intervene in countries throughout the world. Solidarités' vocation is to save lives by combating suffering, hunger, disease, and those crises threatening the lives of helpless men, women and children.

To conduct its activities, SOLIDARITES INTERNATIONAL is procuring supplies, services & works through vendors. Award of markets will be made respecting transparency of selection, equality of opportunities as much as possible. However, due to the very nature of its activities, SOLIDARITES INTERNATIONAL reserves the right to limit the publicity surrounding the selection process.

This code of conduct for vendors should be respected by vendors at any stage of the relationship between a vendor and SOLIDARITES INTERNATIONAL. As such, any breach of below statements by a vendor would lead to exclusion of future market awards and termination of existing contracts & relationships.

Human Rights & Working Conditions:

- a. SOLIDARITES INTERNATIONAL expects suppliers to recognize the freely-exercised right of workers, without distinction, to organize, further and defend their interests and to bargain collectively, as well as to protect those workers from any action or other form of discrimination related to the exercise of their right to organize, to carry out trade union activities and to bargain collectively.
- b. SOLIDARITES INTERNATIONAL expects suppliers to prohibit forced or compulsory labour in all its forms.
- c. SOLIDARITES INTERNATIONAL expects suppliers to ensure equality of opportunity and treatment in respect of employment and occupation without discrimination on grounds of race, colour, sex, religion, political opinion, national extraction or social origin and such other ground as may be recognized under the national law of the country or countries where the performance, in whole or in part, of a contract takes place.
- d. SOLIDARITES INTERNATIONAL expects suppliers to create and maintain an environment that treats all employees with dignity and respect and will not use any threats of violence, verbal or psychological harassment or abuse. No harsh or inhumane treatment coercion or corporal punishment of any kind is tolerated, nor is there to be the threat of any such treatment.
- e. SOLIDARITES INTERNATIONAL expects suppliers and its subcontractors to protect all people from sexual abuse and sexual exploitation, meaning any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. Similarly, the term "sexual abuse" means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
- f. SOLIDARITES INTERNATIONAL expects suppliers to ensure the payment of wages in legal tender, at regular intervals no longer than one month, in full and directly to the workers concerned. The wages, hours of work and other conditions of work provided by suppliers should at minimum not be less favourable than the best conditions prevailing locally (i.e., as contained in: (i) collective agreements covering a substantial proportion of employers and workers; (ii) arbitration awards; or (iii) applicable laws or regulations), for work of the same

character performed in the trade or industry concerned in the area where work is carried out.

- g. SOLIDARITES INTERNATIONAL expects suppliers to fulfil their obligations under local law regarding social contributions & tax payments.
- h. SOLIDARITES INTERNATIONAL expects suppliers not to employ: (a) children below 14 years of age or, if higher than that age, the minimum age of employment permitted by the law of the country or countries where the performance, in whole or in part, of a contract takes place, or the age of the end of compulsory schooling in that country or countries, whichever is higher; and (b) persons under the age of 18 for work that, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of such persons.
- i. SOLIDARITES INTERNATIONAL expects suppliers to support and respect the protection of internationally proclaimed human rights and to ensure that they are not complicit in human rights abuses.
- j. SOLIDARITES INTERNATIONAL expects suppliers to refrain from, and comply with any regulations and supporting obligations on, human trafficking and modern slavery. Examples include, but are not limited to, the International Labour Organization Protocol of 2014 to the Forced Labour Convention, 1930, the US Trafficking Victims Protection Act (as amended) and the UK Modern Slavery Act (as amended).

Health and Safety

- k. SOLIDARITES INTERNATIONAL expects suppliers to ensure, so far as is reasonably practicable, that: (a) the workplaces, machinery, equipment and processes under their control are safe and without risk to health; (b) the chemical, physical and biological substances and agents under their control are without risk to health when the appropriate measures of protection are taken; and (c) where necessary, adequate protective clothing and protective equipment are provided to prevent, so far as is reasonably practicable, risk of accidents or of adverse effects to health.
- l. SOLIDARITES INTERNATIONAL expects suppliers to take due care to ensure their work product meets relevant national or international standards. Suppliers must have in place quality assurance processes to identify defects and implement corrective actions and to facilitate the delivery of a product whose quality meets or exceeds the contract requirements. SOLIDARITES INTERNATIONAL expects vendors to develop, implement, and maintain methods and processes appropriate to their products to minimize the risk of introducing counterfeit parts and materials into deliverable products. Effective processes should be in place to detect counterfeit parts and materials, provide notification to recipients of counterfeit product(s) when warranted, and exclude them from the delivered product.

Environmental and Ethical

- m. SOLIDARITES INTERNATIONAL expects suppliers of materials containing tantalum, tin, tungsten or gold to know where those minerals were mined and to provide that content and source information to the relevant SOLIDARITES INTERNATIONAL member if asked.
- n. The Supplier represents and warrants that neither it nor any of its subcontractors are violating any international environmental agreements or relevant national legislation.
- o. SOLIDARITES INTERNATIONAL expects suppliers to have an effective environmental policy and to comply with existing legislation and regulations regarding the protection of the environment. SOLIDARITES INTERNATIONAL expects suppliers to reduce or eliminate waste of all types, including water and energy, at the source or by practices such as modifying

production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials; and to undertake initiatives to promote environmental responsibility and sustainability.

- p. SOLIDARITES INTERNATIONAL expects suppliers to identify and manage chemical and other materials posing a hazard if released to the environment; and to ensure their safe handling, movement, storage, recycling or reuse and disposal.

Business Practices

- q. The Supplier represents and warrants that neither it nor any of its subcontractors are actively and directly engaged or indirectly engaged in patent activities, development, assembly, production, stockpiling, trade or manufacture of weapons including but not limited to mines, firearms, chemical weapons, biological weapons and nuclear weapons.
- r. SOLIDARITES INTERNATIONAL expects suppliers to adhere to the highest standards of moral and ethical conduct, to respect local laws and not engage in any form of corrupt practices, including but not limited to extortion, active corruption (understood as deliberately promise or give an advantage to an official for him/her to act or refrain from acting in accordance with his duty in a way which damages or is likely to damage SOLIDARITES INTERNATIONAL or institutional donors financial interests), fraud (understood as the use or presentation of false, incorrect or incomplete statements or documents, but also as misapplication of such funds for purposes other than those for which they were originally granted), money-laundering, bribery or terrorist financing and the provision of financial and other services to any persons or entities which may be subject to sanctions. SOLIDARITES INTERNATIONAL may carry out verifications on the sanction lists published by the United States of America, the European Union, the United Nations or any other donors of SOLIDARITES INTERNATIONAL.
- s. The Supplier represents and warrants that neither it nor any of its subcontractors are engaged in any sort of illegal activities.
- t. SOLIDARITES INTERNATIONAL expects suppliers to respect and comply with all the laws governing intellectual property rights assertions, including protection against disclosure, patents, copyrights, and trademarks.
- u. SOLIDARITES INTERNATIONAL expects the Supplier to disclose any situation that may appear as a conflict of interest, and disclose to any relevant member of SOLIDARITES INTERNATIONAL if any official or staff of SI, or professional under contract with SI may have an interest of any kind in the Supplier's business or any kind of economic ties with the Supplier.
- v. SI considers that the exchange of business courtesies may not be used to gain an unfair competitive advantage. In any business relationship, our vendors must ensure the offering or receipt of any gift or business courtesy is permitted by law and regulation, that these exchanges do not violate the rules and standards of SOLIDARITES INTERNATIONAL, and are consistent with reasonable marketplace customs and practices.
- w. SOLIDARITES INTERNATIONAL expects suppliers to maintain full compliance with all laws and regulations applicable to their business. When conducting international business, suppliers must comply with local laws and regulations as applicable.
- x. SOLIDARITES INTERNATIONAL expects suppliers to understand and comply with applicable international trade control laws and regulations, including those related to economic sanctions, customs requirements, and export controls.

- y. SOLIDARITES INTERNATIONAL expects suppliers to create and keep accurate records and not change any record entry to conceal or misrepresent the underlying transaction represented by it. All records, regardless of format, made or received as evidence of a business transaction must fully and accurately represent the transaction or event being documented.
- z. Suppliers must not engage in unfair business practices such as fixing prices or rigging bids with competitors. Suppliers must not allocate customers or markets with competitors, or exchange current, recent, or future pricing information with competitors. Suppliers will otherwise comply with all applicable antitrust and competition laws.
- aa. SOLIDARITES INTERNATIONAL expects suppliers to properly handle sensitive information, including confidential, proprietary, and personal information. Information should not be used for any purpose (e.g., advertisement, publicity, and the like) other than the business purpose for which it was provided, unless there is prior authorization from SOLIDARITES INTERNATIONAL of the information.
- bb. All sensitive information provided during business relation by SOLIDARITES INTERNATIONAL must be handled in accordance with EU regulation 2016/679 on data protection. Suppliers must protect the confidential and proprietary information of others, including personal information, from unauthorized access, destruction, use, modification, and disclosure through appropriate physical and electronic security procedures. Suppliers must comply with all applicable data privacy laws. Suppliers shall ensure extension of this requirement to all sub-tier sources they contract or employ.

Code of conduct monitoring & whistleblowing

- cc. The provisions as set forth in this Code of Conduct provide the minimum standards expected of suppliers to SOLIDARITES INTERNATIONAL members. SOLIDARITES INTERNATIONAL expects suppliers to strive to exceed both international and industry best practices. SOLIDARITES INTERNATIONAL also expects that suppliers encourage and work with their own suppliers and subcontractors to ensure that they also strive to meet the principles of this Code of Conduct. It is recognised that reaching some of the standards established in this Code of Conduct is a dynamic rather than static process and SOLIDARITES INTERNATIONAL encourages suppliers to continually improve their workplace conditions accordingly.
- dd. SOLIDARITES INTERNATIONAL asks suppliers to promptly report deviations from this Supplier Code of Conduct to the relevant SOLIDARITES INTERNATIONAL member for resolution between the Supplier and that member.
- ee. SOLIDARITES INTERNATIONAL expects suppliers to provide their employees with avenues for raising legal or ethical issues or concerns without fear of retaliation. Suppliers are expected to take action to prevent, detect, and correct any retaliatory actions.

I, the undersigned [Name & Title]

_____, representing [name of the company] _____

declare that I understand the requirements of the above code of conduct for vendors and undertake to comply with them in the course of my activities.

Signed on the [Date] _____

Signature:

القواعد السلوكية للبائعين

تتوقع سوليداريته انترناسيونال من الموردين التزامهم بموجب القانون المحلي فيما يتعلق بالمساهمات الاجتماعية والمدفوعات الضريبية.

تتوقع سوليداريته انترناسيونال من الموردين ألا يوظفوا: (أ) الأطفال الذين تقل أعمارهم عن 14 عامًا، أو عن الحد الأدنى لسن العمل المحدد، إذا كان أعلى من تلك السن، فبحسب العمر المسموح به بموجب قانون البلد أو البلدان الذي يتم تنفيذ المشروع به، أو سن نهاية التعليم الإلزامي في ذلك البلد أو البلدان؛ و (ب) الأشخاص الذين تقل أعمارهم عن 18 عامًا، بحكم طبيعته أو الظروف التي يتم فيه، من المحتمل أن يضر بصحة هؤلاء الأشخاص أو سلامتهم أو أخلاقهم.

تتوقع سوليداريته انترناسيونال من الموردين دعم واحترام وحماية حقوق الإنسان المعلنة دولياً وضمن عدم تورطهم في انتهاكات حقوق الإنسان.

تتوقع سوليداريته انترناسيونال من الموردين الامتناع عن الامتنال لأي لوائح والالتزامات الداعمة بشأن الاتجار بالبشر والعبودية الحديثة. وتشمل الأمثلة، على سبيل المثال لا الحصر، بروتوكول منظمة العمل الدولية لعام 2014 الملحق باتفاقية العمل القسري، 1930، وقانون حماية ضحايا الاتجار بالأشخاص في الولايات المتحدة (بصيغته المعدلة) وقانون الرق المعاصر في المملكة المتحدة (بصيغته المعدلة).

الصحة والسلامة

تتوقع سوليداريته انترناسيونال من الموردين أن يضمنوا، قدر الإمكان عملياً: (أ) أماكن العمل والآلات والمعدات والعمليات الخاضعة لسيطرتها أمانة ودون أي خطر على الصحة؛ (ب) أن تكون المواد الكيميائية والفيزيائية والبيولوجية لا تشكل أي خطر على الصحة عند اتخاذ تدابير الحماية المناسبة؛ و (ج) عند الضرورة، يتم توفير ملابس واقية ومعدات للوقاية، بقدر الإمكان، من خطر الحوادث أو الآثار الضارة بالصحة.

تتوقع سوليداريته انترناسيونال من الموردين توكي العناية الواجبة لضمان تلبية منتجات عملهم للمعايير الوطنية أو الدولية ذات الصلة. يجب أن يكون لدى الموردين عمليات لضمان الجودة لتحديد العيوب وتنفيذ الإجراءات التصحيحية وتسهيل تسليم المنتج الذي تلبية جودته أو تتجاوز متطلبات العقد. تكما تتوقع من البائعين تطوير وتنفيذ وصيانة الطرق والعمليات المناسبة لمنتجاتهم لتقليل مخاطر إدخال المواد المزيقة في المنتجات، يجب أن تكون هناك عمليات فعالة للكشف عن المواد المقلدة، وتقديم إشعار إلى مستلمي المنتج (المنتجات) المزيقة عند الضرورة، واستبعادها من المنتج الذي تم تسليمه.

البيئة والأخلاقية

تتوقع سوليداريته انترناسيونال من موردي المواد التي تحتوي على التنتالوم أو القصدير أو التنجستين أو الذهب معرفة من أين تم استخراج هذه المعادن وتقديم هذا المحتوى ومعلومات المصدر إلى عضو سوليداريته انترناسيونال ذي الصلة إذا طلب ذلك.

يؤكد المورد ويضمن أنه لا هو ولا أي من المقاولين الفرعيين ينتهكون أي اتفاقيات بيئية دولية أو التشريعات الوطنية ذات الصلة.

تتوقع سوليداريته انترناسيونال أن يكون لدى الموردين سياسة بيئية فعالة وأن يمثلوا للتشريعات والقواعد الخاصة بحماية البيئة. كما و أنها تتوقع منهم التخفيف أو التخلص من جميع أنواع النفايات، بما في ذلك المياه والطاقة عبر تعديل العملية الإنتاجية والصيانة والمرافق، واستبدال المواد والمحافظة عليها وإعادة التدوير وإعادة استخدام المواد؛ وعلى اتخاذ مبادرات لتعزيز المسؤولية البيئية والاستدامة.

منظمة سوليداريته انترناسيونال هي منظمة غير حكومية، خاصة، غير سياسية، غير طائفية ولا تتوخ الربح، تم تأسيسها في فرنسا عام 1980 للدخول في بلدان جميع أنحاء العالم. مهمة المنظمة هي مساعدة الأشخاص من خلال مكافحة المعاناة والجوع والمرض، وتلك الأزمات التي تهدد حياة الرجال والنساء والأطفال الضعفاء.

للقيام بأنشطتها، تقوم سوليداريته انترناسيونال بشراء اللوازم والخدمات والأعمال من خلال البائعين. ستتاح أحكام الأسواق فيما يتعلق بشفافية الاختيار والمساواة في الفرص قدر الإمكان. ومع ذلك، نظراً لطبيعة أنشطتها، تحتفظ سوليداريته انترناسيونال بالحق في الحد من الدعاية المحيطة بعملية الاختيار.

يجب أن يحترم البائعين القواعد السلوكية الخاصة بالبائعين في أي مرحلة من مراحل العلاقة بين البائع وسوليداريته انترناسيونال على هذا النحو، فإن أي خرق للبيانات أدناه من قبل البائع يؤدي إلى إقصاء أحكام السوق المستقبلية وإنهاء العقود والعلاقات القائمة.

حقوق الإنسان وشروط العمل:

تتوقع سوليداريته انترناسيونال من الموردين الاعتراف بحق العمال، دون تمييز، في تنظيم مصالحهم والدفاع عنها بشكل جماعي، وكذلك حماية العمال من أي عمل أو أي شكل من أشكال التمييز المتعلقة بممارسة حقهم في التنظيم والقيام بأنشطة النقابات والمفاوضة الجماعية.

تتوقع سوليداريته انترناسيونال من الموردين حظر العمل القسري أو الإجباري بجميع أشكاله.

تتوقع سوليداريته انترناسيونال من الموردين ضمان تكافؤ الفرص والمعاملة فيما يتعلق بالتوظيف دون تمييز على أساس العرق أو اللون أو الجنس أو الدين أو الرأي السياسي أو الأصل الوطني أو الأصل الاجتماعي وأسباب أخرى قد يعترف بها قانون البلد أو البلدان مكان تنفيذ العقد.

تتوقع سوليداريته انترناسيونال من الموردين خلق بيئة والحفاظ عليها وتعامل مع جميع الموظفين باحترام ولا تستخدم أي تهديدات بالعنف أو المضايقة اللفظية أو النفسية أو سوء المعاملة. لا يُسمح بأي معاملة قاسية أو لا إنسانية أو قسرية من أي نوع، ولا يسمح بالتهديد بأي معاملة من هذا القبيل.

تتوقع سوليداريته انترناسيونال من الموردين والمقاولين الفرعيين حماية جميع الأشخاص من الاعتداء الجنسي والاستغلال الجنسي، مما يعني أي إساءة فعلية أو محاولة للإعتداء في حالة الضعف أو القوة التفاضلية، لأغراض جنسية، بما في ذلك، على سبيل المثال لا الحصر، تحقيق الربح النقدي أو الاجتماعي أو السياسي من خلال الاستغلال الجنسي للآخر. وبالمثل، فإن مصطلح "الاعتداء الجنسي" يعني الإكراه الجسدي الفعلي أو الملامسة الجنسية للجسد، سواء بالقوة أو في ظل ظروف غير متكافئة أو قسرية.

تتوقع سوليداريته انترناسيونال من الموردين ضمان دفع الأجور بالعملة القانونية، على فترات منتظمة لا تزيد عن شهر واحد، بالكامل وبشكل مباشر للعمال المعنيين. يجب ألا تقل الأجور وساعات العمل وظروف العمل الأخرى المقدمة من الموردين عن الظروف السائدة على المستوى المحلي (أي كما هو موضح في: (1) الاتفاقيات الجماعية التي تغطي نسبة كبيرة من أرباب العمل والعمال قرارات التحكيم؛ أو (3) القوانين أو الأنظمة المعمول بها)، لعمل صاحب العمل المخصص في التجارة أو الصناعة المعنية في المنطقة التي يتم فيها تنفيذ العمل.

الحالية أو السابقة أو المستقبلية مع المنافسين. سوف يمثل الموردون خلاف ذلك لجميع قوانين مكافحة الاحتكار والمنافسة المعمول بها.

تتوقع سوليداريته انترناسيونال من الموردين التعامل مع المعلومات الحساسة بشكل مناسب، بما في ذلك المعلومات السرية والملكية والخاصة. يجب عدم استخدام المعلومات لأي غرض من الأغراض (الإعلان، الدعاية، وما شابه ذلك) بخلاف الغرض التجاري الذي تم توقيده من أجله، ما لم يكن هناك إذن مسبق من سوليداريته انترناسيونال للمعلومات.

يجب التعامل مع جميع المعلومات الحساسة المقدمة خلال علاقة العمل من قبل سوليداريته انترناسيونال وفقاً لحكم الاتحاد الأوروبي رقم 679/2016 بشأن حماية البيانات. ويجب على الموردين حماية المعلومات السرية والمملوكة للآخرين، بما في ذلك المعلومات الشخصية، من الوصول غير المصرح به والتدمير والاستخدام والتعديل والإفصاح من خلال الإجراءات الأمنية المادية والإلكترونية المناسبة. ويجب على الموردين الامتثال لجميع قوانين خصوصية البيانات المعمول بها. يجب على الموردين ضمان تمديد هذا الشرط ليشمل جميع المصادر الفرعية التي يتعاقدون معها أو يستخدمونها.

مدونة قواعد السلوك ومراقبة المخالفات

توفر الأحكام المنصوص عليها في قواعد السلوك هذه المعايير الدنيا المتوقعة من الموردين المتعاقدين مع سوليداريته انترناسيونال. تتوقع سوليداريته انترناسيونال أن يتجاوز الموردون أفضل الممارسات الدولية والصناعية. تتوقع أيضاً أن يشجع الموردون مورديهم ومقاوليهم من الباطن ويعملوا معهم لضمان سعيهم أيضاً للوفاء بمبادئ قواعد السلوك هذه. من المسلم به أن الوصول إلى بعض المعايير المحددة في قواعد السلوك هذه عملية ديناميكية وليست ثابتة وتشجع سوليداريته انترناسيونال الموردين على تحسين ظروف عملهم باستمرار وفقاً لذلك.

تطلب سوليداريته انترناسيونال من الموردين الإبلاغ عن أي خروج عن مدونة قواعد سلوك الموردين هذه إلى عضو سوليداريته انترناسيونال ذي الصلة بهدف إيجاد حل بين المورد والعضو.

تتوقع سوليداريته انترناسيونال من الموردين تزويد موظفيهم بطرق لإثارة قضايا أو مخاوف قانونية أو أخلاقية دون خوف من الانتقام. من المتوقع أن يتخذ الموردون إجراءات لمنع وكشف وتصحيح أي إجراءات انتقامية.

أنا الموقع أدناه (الاسم والصفة) _____
بصفتي ممثل (اسم الشركة) _____ أقر بأنني
أفهم متطلبات قواعد السلوك المذكورة أعلاه للبايعين وأتعهد بالامتثال
لها في سياق أنشطتي.

تم التوقيع في تاريخ _____ :

التوقيع:

*ترجمة عن النص الاجنبي المرفق ربطاً

المرجع غير مسؤول عن محتوى هذا النص (مرجع رقم 0002381)

تتوقع سوليداريته انترناسيونال من الموردين تحديد وإدارة المواد الكيميائية وغيرها من المواد التي تهدد البيئة.

الممارسات التجارية

يتعهد وضمن المورد أن مقاوليه الفرعيين لن يقوموا بأي نشاط مباشر كان أو غير مباشر لبراءات الاختراع أو تطويرها أو إنتاجها أو تخزينها والمتاجرة أو تصنيع السلاح بما في ذلك الألغام والأسلحة النارية والكيميائية والبيولوجية والنووية.

تتوقع سوليداريته انترناسيونال التزام سلوكي أخلاقي من قبل الموردين واحترام القوانين المحلية وعدم الدخول في أي شكل من ممارسات الانحراف بما فيها طرق الابتزاز أو تقديم الرشوة (تفهم و كأنها أعطى وعد أو منفعة لموظف ما بهدف تنفيذ تصرف ما لاجله أو لاجلها أو أن يتوقف عن تصرف ما يعود بالضرر بحق منظمة سوليداريته انترناسيونال أو مؤسسات المانحة للمصالح المالية) أو النصب (تفهم على أنه قام باستخدام أو عرض بيانات أو مستندات مزورة أو غير صحيحة أو غير كاملة، أو استخدم الأموال في غير مكانها أو لغرض الهدف الذي أعطيت من أجله) أو تبييض الأموال أو الرشوة أو تمويل الإرهاب أو لاستعمالات أخرى لأي من الأشخاص أو الهيئات التي قد تخضع للعقوبات.

يتعهد ويكفل المورد ومقاوليه الفرعيين بعدم القيام بأي أعمال أو أنشطة قد تخل بالقانون.

تتطلب منظمة سوليداريته انترناسيونال من الموردين إلى احترام جميع القوانين المتعلقة بحقوق الملكية الفكرية بما في ذلك الحماية من الإفصاح وبراءات الاختراع وحقوق النشر والعلامات التجارية.

تتطلب منظمة سوليداريته انترناسيونال من المورد أن يعلم عن أي موقف قد يشكل نزاع في المصالح، وأن يبلغ أي فرد له صلة بها إذا ما كان مسؤولاً أو موظف في هذه المنظمة أو ملتزم معها بعقد ما قد يكون لها مصلحة من أي نوع في مجال الأعمال التجارية مع المورد أو أي نوع من الروابط الاقتصادية مع المورد.

تعتبر منظمة سوليداريته انترناسيونال أنه لا يجوز استخدام تبادل لمعاملات الأعمال بهدف كسب ميزة تنافسية تعسفية في علاقات العمل ويضمن البائعون بأن أي نوع من الهدايا أو العلاوات أو أي مجاملة عمل هو جائز بموجب الأحكام والقانون وأن هذه الأنواع من المبادلات لا تتعارض مع نظام وقواعد سوليداريته انترناسيونال و تتوافق مع ممارسات واعراف السوق التجاري.

تأمل سوليداريته انترناسيونال من الموردين أن يقوموا بتطبيق القوانين والقواعد الخاصة بأعمالهم وخصوصاً تلك التي تتعلق بالأعمال العالمية عند الاقتضاء.

تأمل سوليداريته انترناسيونال من الموردين معرفة وتطبيق القوانين الدولية الخاصة بالرقابة على التجارة و بما فيها القوانين الخاصة بالعقوبات الاقتصادية والرقابة الجمركية وضوابط التصدير.

تتوقع سوليداريته انترناسيونال من الموردين إنشاء سجلات دقيقة والاحتفاظ بها وعدم تغيير أي إدخال سجل لإخفاء أو تحريف المعاملة الأساسية التي تمثلها. يجب أن تمثل جميع السجلات التي يتم إجراؤها أو استلامها كدليل على معاملة تجارية، بصرف النظر عن شكلها، المعاملة أو الحدث الذي يتم توثيقه بشكل كامل وبدقة.

يجب على الموردين ألا يخرطوا في ممارسات تجارية غير عادلة مثل تحديد الأسعار أو تزوير العروض مع المنافسين. ويجب عليهم عدم تخصيص العملاء أو الأسواق مع المنافسين أو تبادل معلومات التسعير

Annex 2 TERMS OF REFERENCE (TOR) External PDF

Annex 3.1 – QUOTATION

Annex 3.2 – Technical Proposal (External PDF)

ANNEX 4 : SERVICE ACCEPTANCE FORM

شهادة إنجاز الخدمة

SERVICE ACCEPTANCE FORM

EOF/CNT Reference:	CNT_SRV_LOG_YEM_001_2021
IOF Reference:	Service provider Name:
Partial ☐ Full completion ☒	Base : [COO - YEM]
Description of Service Completed/List of Deliverables Completed During Invoice Period: 	

I, [xxxxxxx] working as [XXXXXX] at Solidarites International, hereby confirm, and acknowledge accepting on behalf of Solidarites International the following:

Date of acceptance: []	Number of date delayed: [0]
---	------------------------------------

By signing this document, the signer certifies that the services being billed: 1) have been received; 2) are in accordance with the terms of the contract; and 3) are of acceptable quality 4) The service provider Scrumptiously follows Solidarites International's design and technical specifications

FOR SOLIDARITES INTERNATIONAL	FOR SERVICE PROVIDER
Name:	Name:
Position:	Position:
Date:	Date:
Signature:	Signature:

ANNEX 5: Itar Working plan (External PDF attached)