

STANDARD SERVICES CONTRACT FOR USE WITH USAID FUNDS

This document is only for guidance purposes. The Logistics Officer MUST CONSULT the legal office and Finance department alongside the most current USAID guidelines.

(STATE NAME OF ORGANISATION) STANDARD SERVICES CONTRACT FOR USE WITH USAID FUNDS

[prepared by (STATE NAME OF ORGANISATION) Legal Dept

NOTE -- THIS CONTRACT CANNOT SIMPLY BE USED "AS-IS." FOR EACH USE, THE PROVISIONS MUST BE READ CAREFULLY, INFORMATION ADDED, AND INSTRUCTIONS (including these) DELETED BEFORE PRESENTING FOR SIGNATURE.

- * This contract conforms to USAID requirements for the "procurement of services" (e.g., consultants, transportation services, etc.) to be performed outside the US using USAID grant or cooperative agreement funds. The contract should be issued in the name of the (STATE NAME OF ORGANISATION) country office which has engaged the contractor and to which the contractor reports.
- * If the contractor will be performing services in the US or otherwise reporting to (STATE NAME OF ORGANISATION)US personnel, DO NOT use this form, but instead obtain a different standard contract from (STATE NAME OF ORGANISATION)legal office.
- * In selecting a contractor, ensure that any applicable grant requirements (e.g., competitive bidding, conflict of interest, nationality rules, etc.) are followed.
- * The specific grant or cooperative agreement may require additional items to be included in this contract.
- * If this is a contract exceeding \$100,000 for the construction or improvement of facilities, appropriate provisions for bid guarantees, performance bonds, etc., may be required, per 22 CFR 226.48(c).
- * *[Items below in brackets and italics are to be deleted, as well as everything above this line.]*

AGREEMENT TO PROVIDE SERVICES

BETWEEN:

(State name of Organisation) ___ *[insert office name]* ("(STATE NAME OF ORGANISATION)")
[address and telephone number]

AND

____ [insert name of company or individual] ("Contractor")
[address and telephone number]

1. Services

- 1.1 (STATE NAME OF ORGANISATION) has engaged Contractor as an independent contractor to provide the following services: *[provide complete description here, OR SAY "see Attachment A, entitled Scope of Work, which is incorporated herein by reference."]*
- 1.2 Contractor will coordinate the performance of these services with *[insert name of (STATE NAME OF ORGANISATION) employee]*.
- 1.3 Contractor will supply, at Contractor's sole expense, all equipment, materials and/or supplies necessary to perform the services under this Agreement. *[add if appropriate: "except that (STATE NAME OF ORGANISATION) will provide ____."]*

2. Time Schedule

Contractor will begin providing services *[say "immediately upon signing this Agreement," OR insert a date]*, and will *["complete all services by" OR "continue providing services until" [insert date]*, unless this Agreement has been terminated sooner in accordance with its provisions.

[Add any intermediate deadlines for subtasks, and specify any desired penalties for late performance.]

3. Payment for Services and Expenses

- 3.1 (STATE NAME OF ORGANISATION) shall pay Contractor for services hereunder *["at the rate of ____ per hour" OR "per day," OR "a lump sum of ____", whatever has been agreed.]* The total payment for services under this Agreement shall not exceed ____.
- 3.2 In addition, (STATE NAME OF ORGANISATION) shall reimburse Contractor for reasonable travel (economy air fare only) and other expenses incurred by Contractor in the performance of services hereunder, provided that such expenses have been approved by (STATE NAME OF ORGANISATION) and are supported by receipts or other appropriate documentation.
- 3.3 Contractor shall submit to (STATE NAME OF ORGANISATION) a detailed invoice *[indicate frequency, e.g., "upon completion of this Agreement," OR "once per month", etc]*, specifying the services which have been completed (including number of hours or days, if appropriate) and any related expenses incurred by Contractor during the period reported.
- 3.4 (STATE NAME OF ORGANISATION) will pay Contractor approved fees and expenses for services performed in accordance with this Agreement within 30 days after receipt of invoice. No advances will be given to Contractor.

4. Taxes

Contractor has sole responsibility for the payment of all applicable taxes (income, payroll, unemployment, etc.) relating to Contractor and Contractor's employees arising from payments received under this Agreement.

5. Insurance/Injuries

- 5.1 Contractor has sole responsibility and liability under this Agreement for bodily injuries to Contractor or Contractor's employees, including responsibility to provide appropriate workers compensation insurance. Contractor hereby warrants to (STATE NAME OF ORGANISATION) that Contractor is in compliance with any applicable workers compensation insurance law.
- 5.2 Contractor has sole responsibility to obtain any other desired insurance coverage (liability, medical, travel, life, etc.) for Contractor and Contractor's employees in performing this Agreement.
- 5.3 Neither Contractor nor Contractor's employees shall be deemed employees of (STATE NAME OF ORGANISATION) for any purposes, nor shall they participate in any (STATE NAME OF ORGANISATION) employee benefit or insurance programs.

6. Security and Evacuation

- 6.1 Contractor's services hereunder may be performed in a country with existing or potential political or social unrest. Contractor agrees to assume all risks, including damage to person and property, resulting from any such unrest. Contractor is solely responsible for the safety of Contractor's property and employees, and for obtaining any desired insurance protections with respect to Contractor's work in such countries.
- 6.2 Should Contractor be performing services in a country where (STATE NAME OF ORGANISATION) has operations, Contractor will coordinate with (STATE NAME OF ORGANISATION) on security issues. (STATE NAME OF ORGANISATION) may include Contractor in the security and evacuation planning and procedures that (STATE NAME OF ORGANISATION) conducts for its own staff, but Contractor is responsible for assessing the adequacy of such plans and procedures to Contractor's own satisfaction, and making alternative arrangements if judged necessary by Contractor.

7. Confidentiality

Contractor agrees to not discuss its performance of services under this Agreement with any third party without (STATE NAME OF ORGANISATION)'s written consent. Contractor agrees to hold in confidence for the benefit of (STATE NAME OF ORGANISATION) any confidential information which may be disclosed to Contractor, or to which Contractor may have access, as a result of this Agreement, including the results of Contractor's services hereunder.

8. No Assignment or Subcontracting

Contractor shall not assign its rights or obligations under this Agreement, in whole or in part, nor enter into any subcontract to perform any portion of this Agreement, without the

written consent of (STATE NAME OF ORGANISATION).

9. Access to Books and Records *[This paragraph technically is only required for contracts in excess of \$100,000, but may be useful for smaller contracts also. If it is deleted, renumber subsequent paragraphs.]*

Funds paid to Contractor under this Agreement are provided by a grant or cooperative agreement from the United States Government. Accordingly, in compliance with applicable regulations, Contractor agrees to provide (STATE NAME OF ORGANISATION) or an appropriate representative of the U.S. Government access to any books, documents, papers and records of Contractor which are directly pertinent to this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions.

10. Rights to Works and Inventions

Contractor agrees that all materials, reports, information, documentation, inventions or other work product generated by Contractor in the course and scope of performing services under this Agreement are the property of (STATE NAME OF ORGANISATION), and Contractor hereby assigns all rights, title and interest in and to such items to (STATE NAME OF ORGANISATION), subject to any rights of the U.S. Government under applicable regulations. Contractor warrants that it has full rights to use and to transfer to (STATE NAME OF ORGANISATION) any intellectual property utilized in performing this Agreement.

11. Representations by Contractor -- Contractor hereby represents and warrants to (STATE NAME OF ORGANISATION) that:

- 11.1 Contractor is in compliance with all applicable laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement;
- 11.2 Contractor is not a party to any agreement restricting Contractor's ability to enter into this Agreement, and Contractor's performance of this Agreement does not require the consent of any person or entity;
- 11.3 Contractor agrees to adhere to the Behavior Protocols of (STATE NAME OF ORGANISATION)'s Child Protection Policy and shall sign confirmation thereof;
- 11.4 *[Include the following only if this Agreement exceeds \$100,000, and obtain the necessary certifications from (STATE NAME OF ORGANISATION)US.]* Contractor has signed, or will sign, the appropriate certifications required by the U.S. Government relating to lobbying and debarment, and the statements made therein are true.

12. Termination *[This paragraph technically is only required for contracts in excess of \$100,000, but may be useful for smaller contracts also. If it is deleted, renumber subsequent paragraphs.]*

- 12.1 (STATE NAME OF ORGANISATION) may terminate this Agreement at any time should the anticipated funding for this project from its donor(s) be eliminated, or for any other reason. In the event of such a termination, Contractor will be paid approved fees and

expenses for services performed in accordance with this Agreement up to the date of termination.

- 12.2 This Agreement may be terminated immediately by either party in the event of a breach of the provisions herein by the other party, in addition to whatever remedies or damages are provided under the governing law.
- 12.3 This Agreement may be terminated by either party in the event of any intervening “force majeure” (natural disaster, war, etc.) recognized under the governing law. In the event of such a termination, Contractor will be paid approved fees and expenses for services performed in accordance with this Agreement up to the date of termination.

13. Indemnification

Contractor agrees to indemnify and hold harmless (STATE NAME OF ORGANISATION), and any of its affiliates or subsidiaries, and all of the officers, agents, and employees of (STATE NAME OF ORGANISATION) and such entities, from any and all claims or liabilities arising out of the performance of this Agreement, except to the extent that such claims or liabilities arise from the gross negligence of (STATE NAME OF ORGANISATION) or its affiliates or subsidiaries.

14. Entire Agreement, Amendments

- 14.1 This Agreement supersedes any and all other agreements, oral or written, between (STATE NAME OF ORGANISATION) and Contractor with respect to the subject matter hereof, and no agreement, statement, or promise relating to the subject matter of this Agreement other than that which is contained herein shall be binding upon the parties.
- 14.2 This Agreement may not be amended except by written agreement of the parties.

15. Governing Law, Settlement of Disputes

[Evaluate the monetary value of the contract, the type of Contractor, where Contractor’s assets are located, and the legal system(s) in the relevant country(ies) (including whether foreign judgments or arbitration awards will be enforced). In general, large contracts with international entities should provide for international arbitration in a well-developed location. Small contracts with local entities could provide for dispute resolution in the local courts, or a local arbitration association, if available. The preferred international arbitration clause, with alternatives for arbitration in Los Angeles or London, is provided below. Contact the (STATE NAME OF ORGANISATION) Legal Department for further information.]

- 15.1 This Agreement shall be governed by the substantive law of (STATE AS APPROPRIATE)]
- 15.2 Unless otherwise agreed by the parties hereto, any controversy or claim arising out of or relating to this Agreement which remains unresolved after negotiation shall be settled by binding arbitration before the (STATE AS APPROPRIATE) The arbitration shall be conducted in the vicinity of (STATE AS APPROPRIATE) and shall be conducted in the English language. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement by their authorized representatives below:

(STATE NAME OF ORGANISATION) _____ *[office name]* *[CONTRACTOR*
NAME]

Signature

Signature

Printed Name

Printed Name

Title

Title

Social Security Number (if applicable)

DATE: _____

DATE: _____

