



MTI CATALOGUE OF SAMPLE CONTRACT TERMS

April 2016

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A. Termination

Either Party may terminate this Agreement by giving thirty (30) calendar days' written notice to the other Party in each of the following situations:

- a) If concludes that the other Party has breached its obligations under this Agreement and has not remedied that breach after having been given not less than fourteen (14) calendar days written notice to do so with effect from a date specified in such notice; and
- b) If it concludes that the other Party cannot meet its obligations under this Agreement.

MTI may also suspend or terminate this Agreement forthwith in each of the following situations:

- a) If services have not been rendered or implementation of any material portion of the Agreement has not commenced within a reasonable time;
- b) If it decides that the other Party or any of its employees or personnel has engaged in any corrupt fraudulent, collusive, coercive or obstructive practice.
- c) This contract is dependent on funding sources; if funding is withdrawn, reduced, or limited in any way before the normal completion of the contract, Medical Teams International may terminate the contract immediately, and is obligated to pay only for services rendered through the termination date

The Party receiving a notice of suspension or termination will immediately take all necessary steps to suspend or terminate (as the case may be) its activities in an orderly manner so that continued expenses are kept to a minimum.

B. Indemnification

Each party shall fully indemnify, defend, and hold harmless the other party and its directors, officers, employees, shareholders, partners, agents, and affiliates, against all claims, liability, and expenses (including legal fees) arising from: (a) any breach of any representation or warranty contained in this agreement; (b) any breach or violation of any covenant or other obligation under this agreement or applicable law; (c) any third party claim or proceeding brought against one party [based on product liability, infringement, use of goods or services, or personal injury or death]; (d) any claim or proceeding brought by any governmental agency; (e) any claim alleging [grossly] negligent act or omission or willful conduct of the other party or its directors, officers, employees, shareholders, partners, agents, or affiliates; (f) any claim arising from specified covered claim(s).

Each party's indemnification obligations are conditioned upon the indemnified party: (a) promptly notifying the indemnifying party of any claim in writing; (b) cooperating with the indemnifying party in the defense of any claim; and (c) granting the indemnifying party sole control of the defense or settlement of the claim. The parties shall not be entitled to indemnification if the claim is based on or results in any material part from the negligence or unlawful or wrongful acts of the party seeking indemnification.

C. Conflict of Interest

The Parties agree that they will not, during the term of this Agreement, form any relationship that results in a Conflict of Interest. Such Conflict of Interest includes, without limitation, any relationship which may affect or which may reasonably appear to affect a Party's objectivity or ability to perform the work anticipated under this Agreement. Each party shall notify the other within two (2) business days of any potential conflict of interest arising from the provision of services to any other organization, government entity, or corporation through the term of this Agreement.

D. Dispute Resolution

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve the dispute under this section.

Disputes which remain unresolved after thirty (30) days will be referred to a mediator selected by the American Arbitration Association. Any such arbitration will be conducted in Portland, Oregon, United States. All costs of arbitration will be borne equally by the Parties. The Parties agree that any decision rendered pursuant to such rules shall be binding upon the Parties and may be entered as a final judgment in any court of competent jurisdiction.

E. Confidentiality Provisions

The parties agree that Neither Party shall disclose any proprietary or confidential information of the other Party, including, but not limited to, this Agreement or information concerning such Party's business or operations without the prior written consent of such Party – This obligation shall not



apply to information which is required to be disclosed in compliance with a legal requirement of a governmental agency or otherwise where disclosure is required by law.

F. Act of God or Force Majeure Clause

Neither Party shall be responsible for any failure to comply with, or for any delay in performance of the terms of this Agreement, to the extent that such failure or delay arises from: (1) acts of god, (2) acts of war, (3) acts of the Government in its sovereign (and not its contractual) capacity, (4) fires, (5) floods/earthquakes, (6) epidemics, (7) quarantine restrictions, (8) strikes, (9) freight embargoes, (10) unusually severe weather, or (11) shortages of supplies or materials where such supplies or materials were unobtainable from an alternate source. In all such events where performance is delayed or prevented, the affected Party shall nonetheless use reasonable and diligent efforts to remove said causes and resume performance hereunder.

G. Anti-Corruption

The Parties to this Agreement agree that they will not participate in any corrupt conduct, including, without limitation, any bribery, extortion, fraud, cartels, abuse of power, embezzlement, money-laundering and other similar activities.

If a Party, as a result of the exercise of a contractually-provided audit right, if any, of the other Party's accounting books and financial records, or otherwise, brings evidence that the latter Party has been engaging in material or repeated corrupt conduct, it will notify the latter Party accordingly and require such Party to take the necessary remedial action in a reasonable time and to inform it about such action. If the latter Party fails to take the necessary remedial action, or if such remedial action is not possible, it may invoke a defense by proving that by the time the evidence of corrupt conduct had arisen, it had put into place adequate anti-corruption preventive measures capable of detecting corruption and of promoting a culture of integrity in its organization. If no remedial action is taken or, as the case may be, the defense is not effectively invoked, the first Party may, at its discretion, either suspend the Contract or terminate it, it being understood that all amounts contractually due at the time of suspension or termination of the Contract will remain payable, as far as permitted by applicable law.

H. Anti-Terrorism

It is MTI's policy to comply with the laws and regulations of the United States Government, the European Union and the United Nations concerning the ineligibility of vendors, contractors and suppliers of services for reasons of fraud, corruption or terrorist activity. These laws and regulations prohibit MTI from doing business with or providing support to any persons or entities that have been found to be engaged in or provide support for any such activities. The Service Provider agrees to abide by this policy.

Throughout the terms of the Agreement, the parties shall exercise due diligence to ensure that no resources will be used to support or facilitate terrorist activity in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001 and Executive Order 13224. If any concerns are raised that programs or activities have supported or facilitated terrorism they shall be immediately and thoroughly investigated and fully reported to all parties. In the event either party determines that the funding, programs and/or activities of the other party have directly or indirectly, knowingly or unwittingly, been used to support or facilitate terrorist activity the other party shall be entitled to give notice to immediately terminate the Agreement.

I. Right-to-Audit

MTI and government donors, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of Contractor which are directly pertinent to the Project for the purpose of making audits, examinations, excerpts and transcriptions.

The Contractor is required to maintain complete and accurate books and records in relation to the [scope of work under the Agreement]. These will include corporate records, time sheets, work records, supply records, bank statements, accounts, receipts, invoices and other supporting documentation. The Contractor] will retain these books and records for at least seven years following the period to which they relate.

J. Intellectual Property

Ownership of Deliverables; Acceptance; Services Materials.

(a) All work product resulting from the Services performed under this Agreement (collectively, "Deliverables"), shall be the sole and exclusive property of MTI. Vendor represents and warrants to MTI that (i) MTI shall have good and marketable title to all Deliverables, (ii) such Deliverables shall be free of defects in workmanship and materials, (iii) such Deliverables shall conform to any specifications and/or descriptions in the applicable SOW, and (iv) such Deliverables shall be owned by MTI when delivered free and clear of any lien, charge or encumbrance caused by any act or omission of Vendor and any claim of infringement of any third party's rights. If any Deliverable includes, encompasses, and/or is derived from intellectual property (including, but not limited to, any copyrighted or copyrightable material, trade secret, invention, discovery, design, concept, know-how, show-how, contact data, design, method, process, software or improvement, whether conceived, fixed or actually reduced to practice, solely or jointly, by Vendor or its employees or agents in the performance of the Services, to the fullest extent permitted by applicable law, hereafter "Intellectual Property"), such Intellectual Property shall be the sole and exclusive property of MTI. Any Deliverable that includes copyrighted and/or copyrightable material shall be considered a "Work Made for Hire" under copyright laws and MTI shall be deemed the "author" of such Deliverable for purposes of the United States Copyright Act (17 U.S.C. Section 101, *et. seq.*). If such Deliverable is not considered a "Work Made for Hire" and/or ownership of such Intellectual Property does not vest in MTI for any reason, Vendor agrees to assign and hereby assigns and transfers, outright and forever, to MTI such proprietary rights of every kind and nature described above for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by Vendor). Vendor agrees to take all such necessary further action as MTI may from

time to time may reasonably request to more completely convey to, and vest in, MTI, title to or ownership of any Intellectual Property or Deliverable, including, but not limited to, execution of instruments of assignment and other agreements and related documents.

(b) All Services and Deliverables shall at all times be subject to MTI's reasonable satisfaction and approval. MTI shall not be required to accept or pay for any portion of the Services or Deliverables reasonably determined by MTI to be unacceptable or that do not conform with the specifications, requirements and /or performance criteria set forth in or provided pursuant to this Agreement and/or the applicable SOW. If MTI notifies Vendor that the performance of the Services and/or any Deliverable are unacceptable and Vendor fails to correct, repair or improve such unacceptable Services and/or Deliverable within five (5) business days or such different period as shall be specified in the applicable SOW or as may otherwise be agreed upon in writing by MTI, then such failure shall be deemed to be a material default of this Agreement and MTI may in its sole discretion (1) continue to require Vendor, at its sole expense, to correct or improve the deficient Service and/or Deliverable; (2) terminate this Agreement or the applicable SOW as provided in Section 14 hereof and/or (3) pursue such other lawful remedies as may be available to MTI.

(c) With respect to any materials and other information (herein, "Services Materials") which Vendor delivers, discloses or uses in the course of performing Services under this Agreement, and which Services Materials were not created specifically by Vendor for MTI under the terms of this Agreement and/or the applicable SOW (which Services Materials may include, without limitation, Intellectual Property): (i) in all such cases, Vendor warrants that it has the right to deliver, disclose or use such Services Materials in the manner in which they were or will be delivered, disclosed or used without liability to any third party and without creating any liability for MTI to any third party; (ii) in all cases where such Services Materials were or will be created by Vendor, Vendor grants MTI a royalty-free, unlimited, irrevocable, worldwide, non-exclusive license to make, have made, use, disclose, reproduce, modify or make derivative works of such Services Materials; and (iii) in all cases where such materials were created by a third party, Vendor warrants that it has secured for MTI a royalty-free, unlimited, irrevocable, worldwide, non-exclusive license to make, have made, use, disclose, reproduce, modify or made derivative works of such Services Materials.

K. Prevention of Sexual Exploitation and Abuse (PSEA) Language

For Partner Contract: Medical Teams International is committed to the protection of vulnerable populations in humanitarian crisis, including from sexual exploitation and abuse. By entering into partnership, Medical Teams International is committed to the protection of vulnerable populations in humanitarian crisis, including from sexual exploitation and abuse. By entering into an agreement with Medical Teams International, the Cooperating Partner undertakes to adhere to: (i) the standards set out in the Secretary-General's Bulletin Special measures for protection from sexual exploitation and sexual abuse (ST/SGB/2003/13); (ii) any minimum operating standards adopted as a result of the Statement of Commitment on Eliminating Sexual Abuse and Abuse by UN and Non-UN Personnel of 4 December 2006; and (iii) any other Protection from Sexual Exploitation and Abuse (PSEA) policy or guideline as may be adopted by Medical Teams International, as notified to the Cooperating Partner by Medical Teams International from time to time.

The Cooperating Partner shall ensure that its personnel, agents, contractors and subcontractors conform to the highest standards of moral and ethical conduct. Any failure by the Cooperating



Partner to take preventive measures against sexual exploitation or abuse, to investigate allegations thereof or to take corrective action, shall constitute grounds for termination of the Agreement.

For Contractor/Supplier Contract: The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged 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 appropriate measures to prohibit its employees or persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities or from engaging in 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 this representation and warranty shall entitle Medical Teams International to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.