



VENDOR CONTRACT

This Vendor Contract (“Contract”), by and between Counterpart International, Inc. (hereinafter, “Counterpart”), located at 2345 Crystal Drive, Suite 301, Arlington, Virginia, 22202, , and Vendor Name (hereinafter, “Vendor”), located at Vendor Address, an organization registered in Vendor’s State or Country of Registration, is for services as set forth herein. Vendor warrants that it possesses the requisite capabilities and is authorized to work in the Country Work is to be Performed In. Accordingly, for good and sufficient consideration, the parties hereby agree as follows:

1. Term. The term of this Contract shall commence on **Beginning Date** and shall continue in effect through **Ending Date**, unless terminated in accordance with Article 6, Termination, of this Contract.
2. Vendor’s Obligations. Vendor shall provide, to Counterpart’s satisfaction, the services specified in Attachment A, the Statement of Work/Specifications (the Services). The Vendor will provide documentation of work performed to **Counterpart Staff Contact Name, Title, and E-mail Address**, Counterpart’s Representative.
3. Counterpart’s Obligations. Counterpart agrees to cooperate with Vendor, and shall provide Vendor with additional instructions and information as Counterpart’s Representative determines is necessary for Vendor to provide the Services.
4. Compensation, Understanding and Method of Payment.
 - a) Rate and Limits. Counterpart shall pay Vendor an amount not to exceed **XXXX (Specify currency)**, in accordance with Attachment B, the Price List/Budget and Attachment C, Payment Schedule, inclusive of all costs including labor, material expenses, taxes, and fees.
 - b) Payment. Vendor will be paid within thirty (30) days of submission and acceptance by Counterpart of the deliverables in accordance with the Statement of Work/Specifications. Vendor must submit an invoice for each requested payment to **Counterpart Staff Contact Name, Title, and E-mail Address**, 2345 Crystal Drive, Suite 301, Arlington, Virginia 22202, USA.
 - c) Notwithstanding the foregoing, prior to being paid, the Vendor must provide to Counterpart a taxpayer identification number by submitting the relevant, required tax form (Attachment F), and bank account information (Attachments E or G).
 - d) Program Code. Fees and expenses under this Contract will be charged to Counterpart’s Program Code **Program Code**, which should be referenced on all invoices.
5. Inspection and Acceptance. All equipment, materials, supplies, software, and services provided hereunder are subject to acceptance by the designated Counterpart representative. Equipment, materials, services and supplies that [i] are not found to be reasonably satisfactory to Counterpart according to the specifications set forth in the Scope of Work or [ii] fail to meet normal professional standards, will be rejected by Counterpart or promptly corrected by the Vendor at no additional cost to Counterpart. All items shipped and under warranty must be accompanied by valid shipping & warranty documentation.
6. Termination. This Contract may be terminated in the following circumstances:

- (A) By Counterpart
 - i. Upon thirty (30) days written notice for any reason; or
 - ii. At any time, upon notice to Vendor, if Vendor fails to fulfill its obligations under this Contract, or if project funding is terminated or reduced.
- (B) By mutual agreement of the parties.

Notwithstanding any other provision in this Contract, Vendor understands and agrees that Counterpart has no obligation to provide Vendor with work or any minimum hours. This Contract shall not be deemed terminated as a result of any lack of work. Termination or expiration of this Contract shall not affect Vendor's continuing obligation under Articles 12, 13, 14, and 15 of this Contract relating respectively to ownership of work product, confidentiality and non-disclosure, and indemnification.

7. Notices. Any Notice given by any of the parties shall be sufficient only if in writing and delivered in person, or sent by telegraph, cable, fax, Email, or mail as follows:

To Counterpart: Counterpart International, Inc.
Attn: **Name of Authorized Representative**
2345 Crystal Drive, Suite 301
Arlington, Virginia, 22202
Tel: (703) 236-1200
Fax: (703) 412-5035
Email: **Email**

To Vendor: **Name of Vendor**
Address
Tel: **Telephone**
Fax: **Fax**
Email: **Email**

8. Nature of Relationship.

- a) Independent Contractor/No Agency. Vendor acknowledges that it is acting as an independent contractor in the performance of this Contract. Vendor is not a partner, joint venturer, agent or employee of Counterpart, and Vendor is not authorized to enter into contracts on behalf of Counterpart or to otherwise undertake any legal obligation on behalf of Counterpart.
- b) Duty of Loyalty. During the term, Vendor agrees to act in the best interests of Counterpart, to conduct all business on behalf of Counterpart in a professional and ethical manner and to deal with third parties in a manner calculated to enhance, and not to detract from, Counterpart's reputation.
- c) Taxes. All taxes of every nature and kind, including occupation, or property taxes, shall be the responsibility of the Vendor, and Counterpart, without limitation, franchise, net or gross income, license, shall have no obligation to the Vendor therefore. The Vendor shall report

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and pay, as an independent contractor, all taxes applicable to amounts received from Counterpart hereunder.

d) Non-Liability. Counterpart does not assume any liability with respect to any third party claims for damages arising out of this Contract.

9. Conflict of Interest. The Vendor warrants that, as of the effective date of this Contract, no conflict of interest exists or is likely to arise in the performance of its obligations under the Contract. If, during the term of the Contract, an or potential conflict of interest arises, the Vendor agrees to notify Counterpart immediately in writing of that conflict or potential conflict, and to take any steps Counterpart reasonably requires to deal with the conflict.

10. Gifts/gratuities/payments to third parties. The Vendor shall neither accept nor offer anything of value, including, without limitation, any gifts, gratuities, meals or entertainment, free trips, personal property, or any other items or services of whatever nature from or to any person or organization as an inducement to perform, provide, or obtain any services of whatever nature on behalf of or from Counterpart, or for any personal gain as a result of the Vendor's work for Counterpart under this Contract.

11. Compliance with Law.

- a) Vendor shall provide the Services in full compliance with Attachment D, Provisions Applicable to U.S Government-funded Contracts, all applicable laws, regulations, rules, and/or other requirements of the country, state, region, municipality, and other applicable jurisdiction or authority where the Services are to be performed.
- b) Vendor agrees to comply with all U.S. laws and funding agency requirements applicable to Vendor and/or the Services provided under this contract. In particular, Vendor hereby agrees and certifies that:
 - i. Vendor will not pay, offer or promise to pay, or authorize anyone else to pay or offer to pay money or anything of value to a foreign official, political party or party official, or any candidate for foreign political office, directly or indirectly, including through agents or intermediaries, with the intent to induce the recipient to misuse his/her official position to obtain or retain business for Counterpart, or to direct business to any other person;
 - ii. Vendor understands and acknowledges that U.S. Executive Orders and U.S. law prohibit transactions with, and the provision of support or resources to, individuals and organizations associated with terrorism. It is the legal responsibility of Vendor to ensure compliance with these Executive Orders and law;
 - iii. Vendor understands and acknowledges that Counterpart shall have the right to terminate this award, without penalty, if the Vendor or its employees, or any subcontractor or its employees, engage in any of the following conduct:
 - (1) 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) during the period of this contract;
 - (2) Procurement of a commercial sex act during the period of this contract; or
 - (3) Use of forced labor in the performance of this contract.For purposes of this provision, "employee" means an individual who is engaged in the performance of this award as a direct employee, consultant, or volunteer of the recipient

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or any subrecipient.

- iv. Vendor will provide Counterpart, any U.S. Government donor agency funding activities under this contract, the Comptroller General of the United States, or any of their duly authorized representatives, access to any of the Consultant's books, documents, papers and records which are directly pertinent activities under this contract for the purpose of making audits, examinations, excerpts and transcriptions; and
- v. Neither Vendor nor any of its principals is excluded or disqualified from participation in activities under this contract by any U.S.federal department or agency.

12. Ownership of Work Product. Any work partially or fully conceived, designed or produced at or by Counterpart (including, without limitation, services, deliverables, copyrightable works, technical or other data, and tangible or intangible property of any kind) (collectively, "Work Product") prior to the effective date of this Contract shall be and remain the exclusive property of Counterpart. Any Work Product developed in the course of or as a result of Vendor's performance of this Contract, whether by Vendor alone or in collaboration with others, shall also be and remain the exclusive property of Counterpart. Counterpart shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks with regard to such Work Product. Vendor waives any rights, including intellectual property rights, in all Work Product, and will not distribute or make any other use of Work Product outside Counterpart without Counterpart's express written authorization. Vendor hereby assigns to Counterpart all right, title and interest in any Work Product, and agrees to execute and deliver to Counterpart any additional documents that may be necessary to effectuate such assignment.

13. Confidentiality and Non-disclosure. Vendor agrees to keep confidential and not to disclose, without the prior written approval of **Counterpart Staff Contact Name**, any information or data confidential to Counterpart, including but not limited to any trade secrets or information proprietary to Counterpart.

14. General Indemnification.

- a) The Vendor shall indemnify and hold harmless Counterpart, including its directors, officers, employees, licensees, consultants and agents, and be solely responsible for payment for all losses, claims, damages or liability of any kind, including, without limitation, claims for the loss of property, personal injury, death or otherwise, and attorneys' fees and other reasonable expenses, arising out of any willful misconduct or grossly negligent act or omission of the Vendor or its agents and representatives in connection with the Vendor's performance under this Contract.
- b) Counterpart shall not indemnify the Vendor for any loss, claim, damage or liability of any kind arising under this Contract, except and to the extent that such liability arises out of the willful misconduct or grossly negligent act or omission of Counterpart, its employees, agents or representatives in connection with Counterpart's performance under this Contract.

15. Special Indemnification. The Vendor represents and warrants that any work produced under this Contract will constitute the original work of Vendor, and will not infringe any copyright, patent, trademark, trade secret, license, contract or other intellectual property, proprietary or personal right of any person, and will be free of any liens, encumbrances or other claims. Vendor, at Vendor's own

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expense, shall defend, indemnify, and hold harmless Counterpart, its directors, officers, employees, licensees, consultants, and agents from any claim, demand, cause of action, or liability whatsoever, including attorney's fees and other reasonable expenses, to the extent the Vendor acted intentionally or negligently to infringe or violate the copyright, patent, trademark, trade secret, license, contract, or other intellectual property, proprietary or personal right of a third party.

16. Assumption of Risks. The Vendor understands and acknowledges that in the Vendor's performance of the Services under this Contract, the Vendor may incur risks to life, limb and health, including but not limited to mental health, and personal property. The Vendor acknowledges to Counterpart to third parties, and to courts of competent jurisdiction, that the Vendor assumes all of those risks, except for risks resulting from the willful misconduct or gross negligence of Counterpart.
17. Return of Property. At the end of the Term, or at any time upon Counterpart's request, Vendor will return all documents or other materials, however stored, that belong to Counterpart, contain Counterpart confidential or proprietary information or Work Product, or relate in any way to Counterpart, its activities or operations, or any of its employees, and any other Counterpart property in Vendor's possession.
18. Non-Competition. During the Term, and for a period of one (1) year thereafter, Vendor will not directly or indirectly solicit or induce, or attempt to solicit or induce, any Counterpart employee or consultant to leave his/her employment or consultancy with Counterpart for any reason whatsoever.
19. Force Majeure. The parties are released from their obligations under this Contract for partial or complete failure to carry out obligations if this failure results from a "force majeure event". Force majeure events shall include, but not be limited to, flood, drought, earthquake, storm, fire, pestilence, and other natural catastrophes, epidemic, war, riot, civil disturbance, strikes, other labor disputes, or failure, threat of failure, or sabotage of any facilities or equipment used in conjunction with this Contract, or other causes beyond the control of the parties and which could not have been reasonably foreseen or prevented. The affected party shall, within 7 working days after such force majeure event first occurs, notify the other party in writing and describe how each or both may overcome any difficulties resulting from such event. However, in the event that either party is prevented by such an event from fulfilling its obligations under this Contract for a period of more than **ninety (90) days**, the Contract may be terminated in accordance with Article 6, Termination.
20. Governing Law. This Contract shall be governed by the laws of the Commonwealth of Virginia and the United States, without regard to the conflict of laws provisions thereof.
21. Assignment/Subcontracting. Vendor shall not assign or subcontract this Contract, or any rights or obligations hereunder, in whole or in part.
22. Claims and Disputes. In no event shall Counterpart be liable to Vendor for payments for any extra work performed in addition to that required under this Contract unless the Vendor performs such work by written directive of Counterpart.

In the event of any dispute, a claim by the Vendor must be made in writing and submitted to Counterpart for a written decision. A claim by the Vendor is subject to a written decision by

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Counterpart, who shall render a decision within 60 days of receipt of the Vendor's claim. The decision rendered will be considered final unless appealed by the Vendor. The Vendor will proceed with performance of this Vendor contract pending final resolution of any claim.

- 23. Severability. If any of the provisions of this Contract are held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 24. Waiver. A waiver by one of the parties of any of the provisions of the Contract (or of any default by the other party in performing any of those provisions) shall not constitute a continuing waiver and shall not prevent the waiving party from subsequently enforcing such provision(s) or any of the other provisions of this Contract or from acting on any subsequent default.
- 25. Modification. Changes to the terms and conditions of this Contract may be effected only by means of a written modification to the Contract executed by both Vendor and Counterpart.
- 26. Execution of Contract. This Contract may be executed in more than one counterpart, each of which shall be considered an original and all of which taken together shall be considered a single Contract.
- 27. Complete Contract. This document together with all attachments hereto constitute the complete and exclusive Contract between the parties, superseding all representations, proposals or promises whether oral or written, and all other communications between the parties, relating to the subject of this Contract.

IN WITNESS WHEREOF, the parties have hereto affixed their signatures and dates:

Counterpart International, Inc.

Vendor Name

Name of Signatory
Title of Signatory

Name of Vendor Signatory
Title of Vendor Signatory

Date

Date

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Attachment A

Statement of Work/Specifications

Vendor shall deliver to Counterpart the following goods and/or services:

Generally this should include:

- 1) Itemized list of goods and services being procured
- 2) Specifications of each item, such as Quantity, Weight, Technical specifications, Geographic Code Restrictions (e.g. "may not be sourced from the following foreign policy restricted countries: Iran, Syria, North Korea, Libya, or Cuba)
- 3) Delivery Schedule
- 4) Delivery instructions including who will receive goods
- 5) What constitutes acceptance
- 6) Any expectation after delivery, for example, equipment may also require training and installation.
- 7) Warranties, if applicable. See Compliance for sample warranty language.

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Attachment B

Price List/Budget

Detailed Line Item Quote for the goods and/or services acquired. Each line item should identify the type of cost (e.g., labor units, items of supplies/materials, items of equipment, air travel – domestic or international, ground transportation, communications, etc.). Avoid lump-sum quotes.

The vendor should provide this information in response to a solicitation (verbal or written); Counterpart should not generate it.

Attachment C

Payment Schedule

Instructions regarding the breakdown of payments. Examples include but are not limited to:

- One-time (always upon or after delivery)
- A portion at the beginning and the rest upon completion
- As commodities or services are received and accepted

It is a good idea to put this information into a table.

Attachment D

Provisions Applicable to U.S Government-funded Contracts

Follow these highlighted instructions but delete them from the final Vendor Contract

If payment for this Contract is being made using U.S. Government funds under a grant or cooperative Contract, provisions D.1-D.3 apply.

D.1 Executive Order No. 13224

Vendor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of Vendor to ensure compliance with these Executive Orders and Laws. This provision must be included in all subcontracts issued under this Contract.

D.2 Debarment, Suspension, Ineligibility and Voluntary Exclusion

Vendor certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any U.S. Federal department or agency, and neither Vendor nor principals have an "exclusion" associated with their names at www.sam.gov.

D.3 Worker's Compensation Insurance

Pursuant to 42 U.S.C. 1651, et seq., Vendor is required to provide Worker's Compensation Insurance for persons employed outside the United States who are not United States citizens or residents, unless a U.S. Department of Labor waiver has been obtained, in which case Vendor shall provide adequate workers compensation protection for such persons in accordance with local law. A list of countries for which the U.S. Department of Labor has issued waivers can be found at <http://transition.usaid.gov/policy/ads/300/302sap.pdf>.

D.4 International Air Travel and Transportation/Fly America (Open Skies) Act

Include if international travel will occur. "International travel" is defined as any travel outside the U.S., Canada, Mexico, and any U.S. territories or possessions. However, "international travel" for an individual located in a foreign country means any travel outside that country, e.g. Senegal to Cameroon.

The USAID Mandatory Standard Provision "Travel and International Air Transportation (June 2012)" found at <http://transition.usaid.gov/policy/ads/300/303maa.pdf>, is hereby incorporated by reference.

Vendor must comply with the requirements of the Fly America Act (49 U.S.C. 40118) which requires that all air travel must be made on U.S./EU flag air carriers to the extent service by such carriers is available. Regulations for this requirement may be found at 41 CFR Part 301-10, and are hereby incorporated by reference into this Contract.

D.5 Audit and Records

Include in contracts under USAID-funded awards. May be altered for general use or for use with other USG agencies.

For the purpose of making audits, examinations, excerpts and transcriptions, Counterpart, the Cognizant, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Vendor which are directly pertinent to the fees and expenses claimed for services performed under this Contract.

D.6 Foreign Tax Reporting/VAT

Include if the contract is funded under a USAID award and it is expected that there will be commodity purchases by the Vendor.

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Vendor shall report any foreign taxes assessed by the host government on commodity purchase transactions of \$500 or more made with funds received from this Contract. For the purposes of this Section, “commodity” means any material, article, supplies, goods, or equipment, and “foreign taxes” means value-added taxes (VAT) and custom duties assessed by a foreign government on a commodity financed with U.S. assistance. It does not include foreign sales taxes. A sample VAT tracking form may be obtained from Counterpart.

D.7 Equal Employment Opportunity

Include in contracts to be performed in the United States or to be performed with Vendors who were recruited in the United States.

Vendor shall comply with E.O. 11246, “Equal Employment Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR Chapter 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” to the extent required by the foregoing.

D.8 Rights to Inventions Made Under a Grant or Contract

Include if the services under this Contract include the performance of experimental, developmental, or research work.

The rights of the Federal Government and Counterpart in any resulting invention shall be retained in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts,” which is hereby incorporated by reference, and any implementing regulations issued by the awarding agency.

D.9 Byrd Anti-Lobbying Amendment

Include if the Contract amount exceeds \$100,000.

Vendor shall comply with the requirements of the Byrd Anti-Lobbying Amendment at 31 U.S.C. 1352, and shall provide to Counterpart all certifications required thereunder regarding the disclosure of the use of funds for lobbying activities.

D.10 Voluntary Population Planning Activities – Supplemental Requirements

Include if the Contract is funded by a USAID award and involves any aspect of voluntary population planning activities.

The USAID Required as Applicable Standard Provision “Voluntary Population Planning Activities – Supplemental Requirements (January 2009)” found at <http://www.usaid.gov/policy/ads/300/303maa.pdf> is hereby incorporated by reference.

D.11 Prohibition on the Promotion or Advocacy of the Legalization or Practice of Prostitution or Sex Trafficking

Include if the Contract is funded by a USAID award and involves HIV/AIDS activities.

The USAID Required as Applicable Standard Provision “Prohibition on the Promotion or Advocacy of the Legalization or Practice of Prostitution or Sex Trafficking (June 2005)” found at <http://www.usaid.gov/policy/ads/300/303maa.pdf> is hereby incorporated by reference.

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Attachment E

Vendor Bank Information

Vendor Name:

Receiving Bank

Bank Name:

Bank Address:

ABA/Routing Number:

SWIFT Code:

IBAN/SORT Code:

Beneficiary

Beneficiary Account Number:

Beneficiary Account Name:

Beneficiary Address:

Beneficiary Name:

Beneficiary Email Address:

Special Instructions:

Authorization

I request and authorize Counterpart to transfer the payment of fees and reimbursement of expenses to the above account. This authorization shall remain in effect until written notice is given to cancel it.

Vendor Signature: _____

Date: _____

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Attachment F
Tax Forms

For U.S. Individuals and Organizations:

[W-9 Request for Taxpayer Identification Number and Certification](#)

For non-US Individuals:

[W-8 BEN: Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting \(Individuals\)](#)

For non-US Entities:

[W-8 BEN-E: Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting \(Entities\)](#)

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Attachment G

Consultant Bank Information

Consultant Name:

Receiving Bank

Bank Name:

Bank Address:

ABA/Routing Number:

SWIFT Code:

IBAN/SORT Code:

Beneficiary

Beneficiary Account Number:

Beneficiary Address:

Beneficiary Email Address:

Special Instructions:

Authorization

I request and authorize Counterpart to transfer the payment of fees and reimbursement of expenses to the above account. This authorization shall remain in effect until written notice is given to cancel it.

Consultant Signature: _____

Date: _____

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