

ANNEX 4: BAYLOR FOUNDATION UGANDA CONTRACTUAL TERMS AND CONDITIONS

SPECIAL CONDITIONS OF CONTRACT

ELIGIBLE COUNTRIES

All countries are eligible, unless as a matter of law or official regulation, the Government of Uganda prohibits commercial relations with that country or by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of Uganda prohibits any import of Supplies from that country or any payments to persons or entities in that country.

SITE OF DELIVERY

The Site for delivery of the Supplies shall always be indicated in the Purchase Order shared with the vendor. These shall be Baylor Foundation Uganda, COE Mulago, Mbale Regional Office, Mubende Regional office, Fort Portal regional Office, Hoima Regional Office or any other location as may be stipulated.

NOTICES

Any notice shall be sent to the following addresses: For Baylor Foundation Uganda, the address shall be as given on the first page of the Purchase Orders or contract.

For the Provider, the address and contact name shall be given on the first page of this Purchase Order or contract.

TERMS OF PAYMENT

The structure of payments shall be determined for each for each purchase but generally shall be 30 days full payment following delivery of the Supplies and submission of an invoice and any other required documents in accordance with purchase order or contract.

The currency of payment shall be the currency of order specified in the List of Supplies and Price Schedule in the Statement of Requirements or agreed upon on the Purchase Order or contract.

PERFORMANCE SECURITY

This will be determined on a case-by-case basis. If required, the Performance Security shall be in the form of: An Un-Conditional Bank Guarantee or insurance bond. The Performance security shall be denominated in a freely convertible currency acceptable to Baylor Foundation Uganda.

WARRANTY

Baylor Foundation Uganda shall require warranty for assets supplied. The period of the warranty shall be as agreed upon for each asset supplied.

OTHER BAYLOR FOUNDATION UGANDA CONTRACTUAL CLAUSES

ZERO TOLERANCE FOR SEXUAL EXPLOITATION AND ABUSE

Baylor Foundation Uganda has a zero tolerance towards sexual exploitation and abuse. In this regard, and without limiting any other provisions contained herein, the Service provider / Consultant warrants that it will: (i) take all reasonable and appropriate measures to prevent sexual exploitation or abuse as described in the Baylor Uganda

Prevention and Response by any of its employees and any other persons engaged by it to perform any services under the Agreement; and (ii) promptly report to Baylor Uganda and respond to, in accordance with the terms of the Policy, any actual or suspected violations of the Policy of which the Service Provider / Consultant becomes aware.

TOBACCO / ARMS RELATED DISCLOSURE STATEMENT

The Service Provider / Consultant is required to disclose relationships it may have with the tobacco and/or arms industry through completion of the Baylor Foundation Uganda Tobacco / Arms Disclosure Statement.

ANTI-TERRORISM FRAUD AND CORRUPTION

The Service Provider/ Consultant warrants for the entire duration of the contract that:

(i) It is not and will not be involved in, or associated with, any person or entity associated with terrorism, that it will not make any payment or provide any other support to any such person or entity and that it will not enter into any employment or subcontracting relationship with any such person or entity;

(ii) It shall not engage in any illegal, corrupt, fraudulent, collusive or coercive practices (including bribery, theft and other misuse of funds) in connection with the implementation of the contract; and

(iii) The service provider / consultant shall take all necessary precautions to prevent the financing of terrorism and/or any illegal corrupt, fraudulent, collusive or coercive practices (including bribery, theft and other misuse of funds) in connection with the implementation of the Project.

(iv) The Service Provider/Consultant hereby undertakes to disclose, in a timely manner and in writing to the Customer all violations of criminal law involving fraud, bribery, or gratuity violations potentially affecting the Agreement herein.

HUMAN TRAFFICKING

The Service Provider or Contractor, or contractor, at any tier, or their employees, labor recruiters, brokers or other agents, shall not engage in:

(i) 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

(ii) Procurement of a commercial sex act during the period of this award; (iii) Use of forced labour in the performance of this award;

(iv) Acts that directly support or advance trafficking in persons, including the following acts:

a) Destroying, concealing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

b) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside Uganda

to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

o Exempted in writing from the requirement to provide or pay for such return transportation by the Customer; or

o the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;

c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretences, representations, or promises regarding that employment;

d) Charging employees recruitment fees; or

e) Providing or arranging housing that fails to meet the Uganda housing and safety standards.

PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING

Baylor Foundation Uganda is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this agreement shall be used to promote or advocate the legalization or practice of

prostitution or sex trafficking.

CHILD SAFE GUARDING

Because Baylor Foundation Uganda is a child focused health organization, and therefore this contract may involve children, or personnel engaged in the implementation

of the award may come into contact with children, there is an inherent risk of

child abuse, exploitation, or neglect. To avoid or mitigate this risk, therefore, the Service Provider or contractor agrees to at all material times abide by the following child safeguarding core principles:

1) Ensure compliance with Uganda and local child welfare and protection legislation or international standards, whichever gives greater protection, and with Laws of Uganda where applicable;

2) Prohibit all personnel from engaging in child abuse, exploitation, or neglect;

3) Consider child safeguarding in project planning and implementation to determine potential risks to children that are associated with project activities and operations;

4) Apply measures to reduce the risk of child abuse, exploitation, or neglect, including, but not limited to, limiting unsupervised interactions with children; prohibiting exposure to pornography; and complying with applicable laws, regulations, or customs regarding the photographing, filming, or other image-generating activities of children;

5) Promote child-safe screening procedures for personnel, particularly personnel whose work brings them in direct contact with children; and

6) Have a procedure for ensuring that personnel and others recognize child abuse, exploitation, or neglect; mandating that personnel and others report allegations; investigating and managing allegations; and taking appropriate action in response to such allegations, including, but not limited to, dismissal of personnel.

7) Create a safe space where any occurrence of child abuse can be reported without fear.

CONFLICT OF INTEREST

A conflict of interest in the award, administration, or monitoring of subawards arises when an employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a non-federal entity considered for a subaward.

The Service Provider or Contractor shall neither solicit nor accept gratuities, favours, or anything of monetary value. The Service Provider or Contractor must disclose any conflict of interest in writing within 10 calendar days of the discovery of the conflict of interest.

DISPUTE RESOLUTIONS:

(i) If at any time a dispute or difference shall arise between the parties hereto, the parties shall in the first instance attempt to resolve the dispute between themselves through their chief Executives or management officials within 30 working days.

(ii) If the parties fail or become incapable or unable to resolve the dispute each party hereto shall appoint one arbitrator of their choice and both Arbitrators shall meet at any place in Uganda and resolve the dispute in not more than 60 working days and each party shall bear their own costs of arbitration.

(iii) In the event of failure by the arbitrators to resolve the dispute to the satisfaction of both parties within the aforesaid period, the 2 arbitrators shall appoint an umpire to chair the arbitration tribunal to determine the dispute finally.

TERMINATION

This Agreement may be terminated:

a) By either party:

i) If any party commits a breach of any of his / its obligations hereunder and The Customer shall have served a notice in writing specifying the breach and requiring the consultant to remedy the same within fourteen (14) days of the receipt of such notice and if the consultant shall have failed to remedy such breach before expiration of the said notice; or

ii) If any party being Company enters into liquidation whether compulsorily or voluntarily otherwise than for the purpose of amalgamation or re-construction or has a Receiver or Manager appointed over the whole or any part of its assets or compounds with its creditors or ceases or threatens to cease to carry on its present business or be unable to pay its debts within the meaning of section 3 (1) of the insolvency act of 2011 or any statutory modification or re-enactment thereof or if The service provider being a person shall commit an act of bankruptcy, or shall die, or shall have a receiving order made against him or shall compound or negotiate for any composition with his creditors.

iii) If at any time execution is levied against any of the goods of The Service provider and such execution is not stayed or satisfied within ten (10) days.

iv) Upon termination of the contract, the Client shall be entitled to a refund of the unutilized rent for the remainder of the unused period of the tenancy.

Notwithstanding the provisions of this Agreement, any party wishing to vary any of the terms of the Agreement should send written notification to the other party and give at least thirty (30) days' notice within which both parties should discuss and agree on the proposed variation. Upon agreement between both parties, such variation shall become part of this agreement.

FORCE MAJEURE

(i) Where any party is rendered unable, wholly or in part, to carry out its obligations hereunder due to any cause or event beyond the reasonable control of and without the fault or negligence of the party concerned (Force Majeure) which cause or event shall continuously subsist for a period longer than 2 (two) weeks, such as war (whether declared or not), revolution or insurrection, earthquakes and natural catastrophes, acts of a government in its sovereign capacity, blockades or embargos, that party's duty to perform those obligations affected by Force Majeure shall be suspended for a period equal to the delay directly resulting from the occurrence of such event.

(ii) A party so affected shall promptly notify the other parties in writing of the Force Majeure with reasonably full particulars including the basis for claim of Force Majeure.

(iii) If any event of Force Majeure arises, the parties hereto shall use their best efforts to minimise the effect thereof and to find a reasonable solution in mutual consultation.

(iv) Where no alternative means of performance can be achieved, either party may immediately terminate this contract by giving 24 hours' notice. Such termination of this agreement shall be without prejudice to either party's rights accrued prior to such termination.

ASSIGNMENT/ SUBCONTRACTING

The 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 the Client.

CONFIDENTIALITY

The Service Provider agrees not to discuss its performance of services under this Agreement with any third party without Baylor Foundation Uganda.

Children's Foundation Uganda's written consent. The Service Provider agrees to hold in confidence for the benefit of Baylor College of Medicine Children's Foundation Uganda any confidential information which may be disclosed to The Service Provider, or to which The Service Provider may have access, as a result of this Agreement, including the results of contractor's hereunder.

LIABILITY

The Client undertakes no liability whatsoever or howsoever arising [whether under the express or implied terms of this Agreement or at common law or in any way] in respect of loss or damage or injury SAVE WHERE it is cogently proved that the loss or damage was due to the negligence of the Client or that of its servants or agents in the performance of their obligations herein The Client has to be responsible for any loss, damage or injury caused by negligence of their staff or agents whatsoever.

ABORTION RESTRICTIONS

Service Provider hereby warrants that they shall not perform or promote abortion as a method of family planning or provide financial support to organizations and/or individuals that conduct such activities including but not limited to providing advice, information, or referrals for abortion, promoting changes to laws or policies related to abortion (i.e., lobbying), conducting public information campaigns about abortion.

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