



Welcome the stranger.
Protect the refugee.

ANNEX III General Terms and Conditions

Overview: This Annex is an overview of the terms and conditions HIAS commonly uses in all of its legally binding contracts with vendors, professional service providers, independent contractors, subcontractors and consultants. This Annex is meant for informative purposes only and does not constitute a legally binding agreement of any kind. The final agreement is subject to negotiation and customization for the selected assignment and applicant. HIAS retains the right to modify, negotiate and revise, in any manner, all or a portion of this Annex. In addition, HIAS retains the right to include special terms in an agreement that are required by funding agencies such as the United Nations or the U.S. Federal government. The terms of this agreement shall be binding on both parties and comprise the full and exclusive agreement between the parties.

<i>Terms for Professional Service Providers</i>	<i>Terms for Vendors and Suppliers of Products</i>	<i>Terms Applicable to All</i>
<p>Services You are being retained to perform the services contained in Exhibit A – Scope of Work. Your point of contact at HIAS shall be [Name of HIAS Employee], [Title], at [Email]. You may perform other additional services upon which the Parties mutually agree.</p>	<p>Services You are being retained to provide the products specified in [Exhibit A – Product Specifications / the purchase orders (“PO(s)”) agreed upon and binding on both Parties. Your point of contact at HIAS shall be [Name of HIAS Employee], [Title], at [Email]. All POs, whether existing now or in the future, are subject to the terms of this Agreement. Where a provision of this Agreement conflicts with the term of a PO, the former shall supersede and govern. You may perform other additional services upon which the Parties mutually agree.</p> <p><i>*Note: As used in this column, the terms “Exhibit A – Product Specifications” and “POs” are used interchangeably and carry the same meaning. In the final LTA, either term, or both terms, may be customized and used as applicable to the LTA and the specific assignment.</i></p>	<p>No Joint Venture or Partnership You understand and agree that neither You, nor any of your employees, affiliates, agents or subcontractors, are employees of HIAS for any purpose whatsoever, but are independent contractors. No provision of this Agreement, nor in any course of dealing between the Parties, will be construed or implied to create the relationship of joint ventures, partners, principal-agent or employer-employee. As an independent contractor, You are not eligible for, and You shall not participate in, any employee pension, health or fringe benefit plan provided by HIAS. HIAS shall not exercise any dominion or control over the specific manner in which You or Your employees or agents perform their services so long as Your overall performance of the services rendered hereunder are satisfactory to HIAS, in its reasonable judgment, and in full conformity with the requirements of this Agreement</p>
<p>Payment The total fee for Your services shall be \$_____ United States Dollars. You should submit your invoices to [HIAS contact] at [Email] on a [bi-weekly, monthly, etc.] basis. HIAS reserves the right to request standard tax forms or other paperwork, as necessary, to process your payment. In accordance with HIAS’s policies, HIAS shall</p>	<p>Payment Payment shall be specified in each PO and agreed to by both Parties in advance of HIAS placing the order. Notwithstanding the foregoing, HIAS shall be liable for the actual amounts invoiced by You on a (weekly, bi-weekly, monthly, etc.) basis. Payment shall constitute full compensation owed to You, and shall include, unless</p>	<p>Other Activities You may perform similar services for other entities during the term hereof; provided however that You shall ensure that such other services do not constitute a conflict of interest for You and do not interfere with or prevent performance of Your services to HIAS.</p>

<i>Terms for Professional Service Providers</i>	<i>Terms for Vendors and Suppliers of Products</i>	<i>Terms Applicable to All</i>
<p>reimburse You for any out-of-pocket expenses reasonably incurred in the performance of Your services or fulfillment of Your obligations hereunder; provided, however, that You shall not be reimbursed for any out-of-pocket expenses not specifically contemplated by this Agreement or Your services without the prior written approval of HIAS.</p>	<p>otherwise stated, all costs, fees and other charges of any kind necessary to complete HIAS’s order. HIAS must submit payment for each invoice or PO no later than thirty (30) days after receipt.</p> <p>If HIAS, in good faith, disputes the accuracy of the amount invoiced, HIAS shall pay such amount as it in good faith believes to be correct and provide written notice stating the reasons why the remaining disputed amount is incorrect, along with supporting documentation. In the event the Parties are unable to resolve such dispute, the matter shall be resolved in accordance with the Dispute Resolution Section herein.</p>	
	<p><u>Cancellation or Termination of POs</u> HIAS may cancel all or a portion of a PO without charge or penalty at any time prior to the scheduled delivery date of the affected product(s) specified in such PO; provided, however that You shall be entitled to reimbursement from HIAS for non-recoverable, documented, necessary and reasonable costs incurred by You as a result of such cancellation. In the event that cancellation occurs after shipment, HIAS will return the products at HIAS’s expense. You may cancel all or a portion of a PO without charge or penalty at any time prior to the scheduled delivery date of the affected products specified in such PO; provided, however, You shall refund to HIAS any payment rendered for products not yet delivered. If You cancel a PO after partial shipment of the specified products, You shall refund to HIAS payment given for products not delivered and all non-recoverable, documented, necessary and reasonable costs incurred by HIAS as a result of such cancellation.</p>	<p><u>Change Orders</u> [Exhibit A / a PO] may be amended from time to time upon agreement of both Parties and execution of a modification to [Exhibit A / a PO] (a “Change Order”). Requests for a Change Order shall be made in writing to the other Party. If You reject a request from HIAS for a Change Order, HIAS shall have the option, upon written notice to You, to cancel all or a part of [Exhibit A / the PO] without charge or penalty; provided, however, that HIAS must pay all amounts due as of the date of such termination. If HIAS elects not to cancel the applicable portion(s) of [Exhibit A / the PO], You shall proceed to fulfill Your obligations as originally agreed upon.</p>
	<p><u>Delay</u> If You are unable to fulfill a PO within the time specified therein, You must provide written notice to HIAS within two (2) business days of Your knowledge of the facts that may cause a delay. The Parties shall then evaluate the situation in good faith and mutually agree to a revised period of performance. Where the Parties are unable to agree to a revised period of performance or You fail to deliver the products within the new period of</p>	

<i>Terms for Professional Service Providers</i>	<i>Terms for Vendors and Suppliers of Products</i>	<i>Terms Applicable to All</i>
	<p>performance, HIAS shall have the right to terminate a PO without charge or penalty. In such event, you shall refund all payments made by HIAS under the PO and HIAS shall be relieved of making any future payments.</p>	
<p><u>Term</u> This Agreement shall commence on the Effective Date and end on _____. Thereafter, by mutual written agreement, the Parties may extend this Agreement for such periods upon which the Parties mutually agree.</p>	<p><u>Term</u> This Agreement shall commence on the Effective Date and remain in effect until _____, or until full completion and payment of any outstanding POs, whichever date is later. Thereafter, by mutual written agreement, the Parties may extend this Agreement for such periods upon which the Parties mutually agree.</p>	<p><u>Termination</u></p> <p>(a) <u>By Either Party</u>: Either Party shall have the right to terminate this Agreement, without prejudice to any of its other rights contained herein, immediately upon written notice to the other Party if:</p> <ul style="list-style-type: none"> i. A Party becomes bankrupt or insolvent, enters into liquidation whether compulsorily or voluntarily, convenes a meeting of its creditors, has a receiver appointed over all or part of its assets, dissolves or ceases for any reason to carry on its business; ii. A Party or its principals or top management engages in conduct that brings You or HIAS into public disrepute, contempt, scandal or ridicule; or iii. A Party or its principals or top management engages in fraud, abuse, intentional misconduct or other intentional violations of U.S. state or federal law. <p>(b) <u>Termination for Material Breach</u>. A non-breaching Party may terminate this Agreement if the non-breaching Party provides written notice to the breaching Party of any material breach or default by the breaching Party, which notice includes a detailed description of the breach or default (each such notice, a “<u>Notice of Breach</u>”), and the breaching Party fails to cure such breach or default, or commence reasonable efforts to cure the same, within fifteen (15) days of its receipt of the Notice of Breach (the “<u>Grace Period</u>”); provided, however, that if the Parties conclude such breach or default is incapable of being cured within the Grace Period, the Parties may mutually agree upon additional periods (“<u>Additional Grace Periods</u>”) within which to cure the same. If the breaching Party fails to cure the breach or default within the Grace Period and</p>

<i>Terms for Professional Service Providers</i>	<i>Terms for Vendors and Suppliers of Products</i>	<i>Terms Applicable to All</i>
		<p>any applicable Additional Grace Periods, the breaching Party may terminate this Agreement.</p> <p>(c) <u>Termination by Mutual Consent</u>: At any time during the term, the Parties may terminate this Agreement by mutual written consent.</p> <p>(d) <u>Termination by Operation of Law</u>: This Agreement shall automatically terminate if there shall be any statute, rule or regulation that renders consummation of the transactions contemplated hereunder illegal or otherwise prohibited, or if a court of competent jurisdiction shall have issued an order, decree or ruling, or taken any other action restraining, enjoining or otherwise prohibiting the consummation of such transactions and such order, decree, ruling or other action is final and non-appealable.</p> <p>(e) <u>Effect of Termination</u>: Immediately upon termination of this Agreement, all rights granted to You hereunder shall automatically revert to HIAS. Except for any provisions contained herein, including post-termination obligations, which must survive the termination of this Agreement, upon termination this Agreement shall become void. Upon full completion of any post-termination obligations by both Parties, there shall be no further liability on the part of any Party hereto, provided that such Party is not in material default of the terms and conditions of this Agreement. Your post-termination obligations owed to HIAS are as follows:</p> <ol style="list-style-type: none"> i. Fulfil the requirements under (d) in the “Confidentiality” Section; ii. Return all HIAS provided equipment, materials or information promptly to HIAS; iii. If applicable, send your final invoice or payment request to HIAS for completion; iv. Submit and complete any final reports, worksheets or other items required for the Parties to fulfill their obligations which

<i>Terms for Professional Service Providers</i>	<i>Terms for Vendors and Suppliers of Products</i>	<i>Terms Applicable to All</i>
		<p>accrued prior and up to the date of termination;</p> <ul style="list-style-type: none"> v. Submit and complete any [scope of work / POs] for which HIAS rendered payment prior and up to the date of termination; and vi. Fulfill any other post-termination obligations communicated to You by HIAS in advance of termination. <p>The foregoing shall not relieve any Party from liability for damages actually incurred as a result of such Party's material breach of any term or provision of this Agreement. Any amounts accruing to You upon termination will be limited to payment for services properly performed and actually rendered up until the date of termination. Payment of these amounts shall constitute full payment for Your services hereunder notwithstanding the terms of this Agreement, and HIAS shall have no further liability to You for payment.</p>
<p>Ownership of Material Produced It is HIAS's intention that any work product arising out of the activities and services called for under this Agreement shall serve the public good. Any deliverable You develop pursuant to this Agreement for HIAS, including all proprietary rights thereto, is considered "work made for hire" under United States intellectual property laws and for purposes of this Agreement, shall be referred to herein as the "<u>Work Product</u>." Notwithstanding the foregoing, HIAS shall not own any works which include Your preexisting training and written materials, software, inventions, copyrights, patents, trade secrets, trademarks and other proprietary rights, including ideas, concepts and know-how of Yours, that existed before the commencement of the services herein, or which were independently and lawfully acquired or developed by You without charge to HIAS and without using any of HIAS's Confidential Information (as defined herein), (collectively, "<u>Pre-Existing Material</u>").</p>		<p><u>Confidential Information</u></p> <ul style="list-style-type: none"> (a) <u>Definition of Confidential Information:</u> You understand that HIAS has disclosed or may disclose to You certain proprietary information directly or indirectly relating to its operations, staff, trustees, officers, directors, affiliates or clients, including, but not limited to, the following: (i) finances and budget; (ii) client demographic data or other personal information about clients; (iii) employment records and policies; (iv) operational methods, policies, procedures and processes; (v) marketing plans and strategies; (vi) projects, proposals or research development techniques and plans; (vii) business acquisition plans or business opportunities; (viii) trade know-how, trade secrets and other competitive information; (ix) new personnel acquisition or hiring plans; (x) properties; (xi) methods of technical processes, designs, computer program object or source codes, manuals, systems or documentation; (xii) the name of any external vendor or consultant; and (xiii) fundraising, including funder, grantor, donor or member profiles, or information

<i>Terms for Professional Service Providers</i>	<i>Terms for Vendors and Suppliers of Products</i>	<i>Terms Applicable to All</i>
<p>The Parties hereby agree and acknowledge that HIAS is and shall be the sole, perpetual and exclusive owner of the Work Product and all intellectual property rights contained therein, including all rights in copyright, patents, trademarks and other proprietary rights. If, for any reason, the Work Product, or any part thereof, would not be considered a work made for hire under applicable law, then You do hereby assign and transfer to HIAS and its successors and assigns the entire rights, title and interest in and to the Work Product, including all copyrights and other proprietary rights existing in the Work Product, and to any derivatives developed by You based upon the Work Product.</p> <p>During the term of this Agreement and at all times thereafter, You shall execute all documents and perform all lawful acts which are reasonably necessary to secure HIAS's rights and carry out the intent of this Agreement. You will execute, when requested by HIAS, any other lawful documents deemed necessary by HIAS to secure HIAS's rights in the Work Product. HIAS shall provide You with as much advance notice of its need for Your cooperation as is reasonably practicable. In the event You integrate any Pre-Existing Material into the Work Product, to enable full use and benefit of the Work Product for HIAS, You hereby grant HIAS a worldwide, non-exclusive, transferable, sub-licensable, royalty-free, perpetual, irrevocable license to use, sublicense, copy or modify the Pre-Existing Material in connection with the Work Product.</p>		<p>about monetary amounts raised (collectively referred to herein as, "<u>Confidential Information</u>"). The failure to label such information as "confidential" or "proprietary" prior to such disclosure shall not preclude its identity as Confidential Information. Oral communications which are considered Confidential Information are also protected. Prior to these oral communications, an announcement will be made that the conversation to follow is to be considered Confidential Information. You agree to hold such oral information in confidence in accordance with this Agreement. Confidential Information shall <u>not</u> include information which: (i) exists in the public domain prior to the date of this Agreement or becomes publicly available thereafter through no act or omission of Yours in violation of this Agreement; (ii) was known to You prior to the date of disclosure or becomes known to You thereafter from a third Party in good faith who is not bound contractually or otherwise to HIAS to keep such information confidential; (iii) is disclosed by You in accordance with the terms of HIAS's prior written approval; (iv) is disclosed by HIAS without restriction on further disclosure; (v) is independently developed by You without use of the Confidential Information hereunder; or (vi) is documented to have been in Your possession prior to receipt from HIAS.</p> <p>(b) <u>Permitted Uses</u>: You shall use Confidential Information solely for the purpose of carrying out Your obligations under this Agreement. You shall hold Confidential Information in strict confidence and exercise that same degree of care You use, but not less than reasonable care, to prevent disclosure, publication or dissemination of Your own confidential information. You shall not: (i) disclose Confidential Information or any information derived therefrom to any third person without the prior written consent of HIAS; or (ii) copy or reverse engineer any of the Confidential Information. You shall: (i) disclose Confidential Information to only those of Your</p>

<i>Terms for Professional Service Providers</i>	<i>Terms for Vendors and Suppliers of Products</i>	<i>Terms Applicable to All</i>
		<p>employees, affiliates, agents and sub-contractors who require Confidential Information in order to carry out the obligations of this Agreement; and (ii) ensure that all such individuals or entities sign a non-disclosure agreement in content substantially similar to this Agreement. Notwithstanding the foregoing, You shall be liable for any breach of the confidentiality requirements under this Agreement by any of Your employees, affiliates, agents or sub-contractors who are acting in such capacity. You shall immediately, upon discovery of any disclosure not authorized hereunder, notify HIAS of such unauthorized disclosure and take all reasonable steps to prevent any further disclosure or unauthorized use.</p> <p>(c) <u>Disclosure Required By Law</u>: You may disclose Confidential Information required to be disclosed pursuant to law or an order of a court of competent jurisdiction, provided that prior to such disclosure, You: (i) provide HIAS with prompt written notice of such request; (ii) reasonably cooperate with HIAS in its efforts to obtain a protective order or other appropriate remedy; and (iii) in the event the remedies under clause (ii) are not obtained or HIAS otherwise waives compliance with this Section, furnish only that portion of the requested information that is required to be disclosed and exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the information so disclosed.</p> <p>(d) <u>Return of Confidential Information Upon Termination</u>: Upon the termination or natural expiration of this Agreement, as well as immediately upon written request by HIAS at any time, You shall return to HIAS all Confidential Information and all documents or media containing any such Confidential Information and any and all copies or extracts thereof; provided, however, that where such Confidential Information is in a form incapable of return or has been copied or transcribed into another document, it shall be destroyed, redacted or erased, as appropriate, and You</p>

<i>Terms for Professional Service Providers</i>	<i>Terms for Vendors and Suppliers of Products</i>	<i>Terms Applicable to All</i>
		<p>shall deliver to HIAS a certificate certifying as to the foregoing. This Section is subject to Your internal document retention policies and procedures and applicable privacy and data protection laws.</p> <p>(e) <u>No Representation or Warranty</u>: All Confidential Information is disclosed hereunder “as is.” You acknowledge and agree that no representation or warranty, express or implied, is or will be made, and no responsibility or liability is or will be accepted by HIAS, or by any of its respective directors, officers, employees, agents or advisers, as to, or in relation to, the accuracy or completeness of any Confidential Information made available to You, and You shall be responsible for making Your own evaluation of Confidential Information. HIAS retains exclusive ownership of, interest in and rights and title to, all Confidential Information. No license to You, under any trademark, patent or copyright applications which are now or may thereafter be owned by HIAS, and no property or ownership rights or title, is either granted or implied by the conveying of information to You. None of the information which may be submitted or exchanged by HIAS shall constitute any representation, warranty, assurance, guarantee or inducement by HIAS to You with respect to the infringement of trademarks, patents, copyright or any rights to privacy or other rights of third persons.</p> <p>(f) <u>Term</u>: The term of this Section on Confidentiality shall survive for a period of three (3) years from the date of termination or expiration of this Agreement.</p>
<p><u>Representation and Warranties</u> You hereby represent and warrant to HIAS that:</p> <p>(a) the Work Product and all deliverables under this Agreement are original and, except for components of the Work Product which are Pre-Existing Material, no part of the same has been previously published or submitted to any third</p>	<p><u>Representation and Warranties</u> You hereby represent and warrant to HIAS that:</p> <p>(a) (i) at the time of delivery of products to HIAS, You will have good and marketable title to all products sold to HIAS and the products will be free and clear of all liens and encumbrances, including any third party claims of intellectual</p>	<p><u>Indemnification</u> You shall indemnify and hold harmless HIAS, its affiliates and its and their officers, employees, directors, trustees and agents (the “<u>HIAS Indemnified Parties</u>”) from and against any and all claims, demands, damages, judgments or liabilities (including liabilities for penalties and reasonable attorney’s fees) of any nature whatsoever resulting from or arising out of this Agreement, including but not limited to: (a) Your breach or</p>

<i>Terms for Professional Service Providers</i>	<i>Terms for Vendors and Suppliers of Products</i>	<i>Terms Applicable to All</i>
<p>Party for use or publication nor will be submitted to any third Party for any purpose, including for input, review, publication or publicity, without express, advance written approval from HIAS;</p> <p>(b) You (or Your subcontractors) are the sole creator(s) of the Work Product;</p> <p>(c) neither the Work Product nor any use of the same by HIAS, its successors, assigns, or licensees will infringe upon or violate the right of privacy of, or right of publicity of, or constitute a libel or slander against, or defame, or violate any copyright, patent, trademark, or service mark, common law or other right of, any person, firm, or corporation or violate any other applicable law;</p> <p>(d) You have the authority to enter into this Agreement, to grant the rights herein granted and to perform fully all of Your obligations hereunder, and You have acquired all rights necessary to Your grant of rights to HIAS hereunder, including, without limitation, all permissions, notices, licenses, consents, or assignments from third Parties, and the foregoing actions, conditions, consents and notices are valid, legally binding and enforceable;</p> <p>(e) no part of the rights herein granted to HIAS have been or will be transferred by You to any third Party, and such rights and the full right to exercise the same have not been and will not be in any way limited, diminished or impaired;</p> <p>(f) the execution, delivery and performance of this Agreement and all other agreements contemplated hereby by You do not: (i) violate any decree or judgment of any court or governmental authority that may be applicable to You; (ii) violate any law (or regulation</p>	<p>property infringement; (ii) the products will be free from defects in design, production, materials and workmanship; (iii) the products will strictly conform to the requirements of this Agreement and any applicable PO; (iv) the products will be manufactured in compliance with all applicable laws and industry standards; and (v) the products will be fit for their intended purpose and merchantable.</p> <p>(b) neither the products nor any use of the same by HIAS, its successors, assigns, or licensees will infringe upon or violate the right of privacy of, or right of publicity of, or constitute a libel or slander against, or defame, or violate any copyright, patent, trademark, or service mark, common law or other right of, any person, firm, or corporation or violate any other applicable law;</p> <p>(c) You have the authority to enter into this Agreement, to grant the rights herein granted and to perform fully all of Your obligations hereunder, and You have acquired all rights necessary to Your grant of rights to HIAS hereunder, including, without limitation, all permissions, notices, licenses, consents, or assignments from third Parties, and the foregoing actions, conditions, consents and notices are valid, legally binding and enforceable;</p> <p>(d) no part of the rights herein granted to HIAS have been or will be transferred by You to any third Party, and such rights and the full right to exercise the same have not been and will not be in any way limited, diminished or impaired;</p> <p>(e) the execution, delivery and performance of this Agreement and all other agreements contemplated hereby by You do not: (i) violate</p>	<p>negligent performance or non-performance of this Agreement; (b) any actual or alleged infringement of a third party's intellectual property rights arising out of HIAS's use of [the Work Product or any other deliverables developed pursuant to this Agreement] / [the products delivered under this Agreement]; [and (c) personal injury or loss as a result of a manufacturing or design defect or flaw in, or damage to, the product(s)]. Notwithstanding the foregoing, You shall not be liable under this Section to the HIAS Indemnified Parties for a claim or cause of action that is directly caused by the material breach, negligence or intentional misconduct of the HIAS Indemnified Parties. The provisions of this Section on Indemnification shall survive the expiration or termination of this Agreement.</p>

<i>Terms for Professional Service Providers</i>	<i>Terms for Vendors and Suppliers of Products</i>	<i>Terms Applicable to All</i>
<p>promulgated under any law); or (iii) violate or conflict with, or result in a material breach of, or constitute a material default (including an event which with or without notice or lapse of time or both would constitute a material default), under any contract or agreement to which You are bound;</p> <p>(g) no investigation, action or proceeding is pending or threatened against You, and you have not received written notice of the same. No investigation looking toward such an action or proceeding has begun which questions the validity of this Agreement or any action taken or to be taken pursuant hereto, and you have not received written notice of the same;</p> <p>(h) You possess all required licenses or certifications needed to render services to HIAS. All such licenses or certifications are presently in good standing and have never been revoked, terminated or suspended for any reason. You have currently fulfilled and shall continue to fulfill, for the duration of this Agreement, all monetary, examination or other conditions required to keep your licenses or certifications in good standing. You possess professional skills and knowledge that would be reasonably expected of a professional in your same or similar position. If You are or become aware of additional licensure, certification or other conditions required for You in order to perform services to HIAS, You shall promptly inform HIAS; and</p> <p>(i) You are not suspended, debarred or otherwise disqualified in any manner from doing business with the United States Government, any U.S. state or local government or any other administrative, regulatory, governmental, legal or inter-governmental body. You shall promptly</p>	<p>any decree or judgment of any court or governmental authority that may be applicable to You; (ii) violate any law (or regulation promulgated under any law); or (iii) violate or conflict with, or result in a material breach of, or constitute a material default (including an event which with or without notice or lapse of time or both would constitute a material default), under any contract or agreement to which You are bound;</p> <p>(f) no investigation, action or proceeding is pending or threatened against You, and you have not received written notice of the same. No investigation looking toward such an action or proceeding has begun which questions the validity of this Agreement or any action taken or to be taken pursuant hereto, and you have not received written notice of the same; and</p> <p>(g) You are not suspended, debarred or otherwise disqualified in any manner from doing business with the United States Government, any U.S. state or local government or any other administrative, regulatory, governmental, legal or inter-governmental body. You shall promptly notify HIAS of any circumstances that could lead to your suspension, debarment or disqualification, or if You are placed on any sanctions lists.</p>	

<i>Terms for Professional Service Providers</i>	<i>Terms for Vendors and Suppliers of Products</i>	<i>Terms Applicable to All</i>
<p>notify HIAS of any circumstances that could lead to your suspension, debarment or disqualification, or if You are placed on any sanctions lists.</p>		
	<p><u>Product Returns</u> You shall accept any product return if: (a) the request to return such product is sent to You within ten (10) business days of HIAS’s receipt of the product; and (b) the product is returned in good working condition with any applicable packaging instructions provided by You. In such event, the Parties shall discuss whether a refund in HIAS’s payment or a replacement of the applicable product is appropriate. Notwithstanding the foregoing, HIAS may reject or return the products upon discovery of a defect not caused by any misuse or negligence by HIAS by providing written notice to You within five (5) business days of HIAS’s discovery of the defect, in which event You shall promptly correct the defect at Your sole expense. If You do not replace or repair the defective products within ten (10) business days of Your receipt of such notice, then: (a) HIAS shall have the right to remedy the said defect at Your sole expense; or (b) terminate all or a portion of the applicable PO in exchange for a full refund of all payments made by HIAS under the PO.</p>	<p><u>Covenants</u> You hereby agree and covenant that:</p> <p>(a) <i>Protection Against Sexual Exploitation and Abuse (PSEA)</i>. You commit to carry out Your obligations hereunder in accordance with the highest ethical and professional standards. HIAS has zero tolerance for behavior or conduct aimed towards sexually exploiting, manipulating, or abusing children, vulnerable adults, clients or beneficiaries, including by abusing a position of power. You shall undertake all reasonable and appropriate measures to prevent Your personnel or others under their control from such misconduct. You shall take measures to prevent, detect, report and sanction sexual exploitation and abuse, and promptly and confidentially report to HIAS any such allegation or suspicion. [For UN funded agreements: HIAS shall communicate the UN mandatory reporting of PSEA allegations to all related personnel, affiliates, and subcontractors to ensure the establishment of reporting mechanisms at an operational level.] You shall strive to ensure that Your personnel successfully undertake appropriate training with regard to the prevention of PSEA.</p> <p>(b) You shall abide by all HIAS policies and procedures that are communicated to You in advance, including, but not limited to, the HIAS Code of Conduct, and, at HIAS’s request, execute all documents that are necessary to certify your compliance with the same.</p>
		<p><u>Limitation on Damages</u> Neither Party shall be liable for, nor will the measure of damages include, any indirect, incidental, punitive, special or consequential damages or amounts for loss of income, profits or savings arising out of or relating to its performance or failure to</p>

<i>Terms for Professional Service Providers</i>	<i>Terms for Vendors and Suppliers of Products</i>	<i>Terms Applicable to All</i>
		perform under this Agreement, whether in contract, warranty, strict liability, tort or otherwise.
		<p><u>Liability for Taxes</u> The Parties acknowledge and agree that all state and federal withholding taxes, social security taxes, unemployment insurance contributions and assessments, worker’s compensation insurance, general excise tax, self-employment taxes and any and all other taxes, fees, assessments or contributions, covering each of their respective employees, if any, shall be the separate and sole responsibility of each Party. The Parties shall each bear full responsibility for compliance with all duties and obligations imposed upon employers by all state and federal laws, including safety, labor relations, wage and hour and equal employment opportunity.</p>
		<p><u>Assignment and Sub-Contracting</u> You may not assign or subcontract this Agreement, or any of your rights or duties hereunder, without the prior written consent of HIAS, which consent may be withheld or delayed in HIAS’s sole discretion. HIAS may assign or subcontract this Agreement, to the extent legally permissible. The rights and obligations of the Parties shall be binding upon and inure to the benefit of their successors and permitted assigns.</p>
		<p><u>Force Majeure</u> Neither Party shall be liable to the other for any loss or any failure or delay to perform any obligation under this Agreement which is due to causes beyond its reasonable control (including, without limitation, acts of God, industrial disputes, protests, fire, flood, storm, natural disaster, epidemic, explosion, breakdown of plant or machinery, act of terrorism, war, national emergency, military operations, compliance with any law or governmental order, regulation or rule, acts of government or situations where the rendering of services is prohibited or delayed by local laws, regulators, government bodies or agencies). If such circumstances continue for more than thirty (30) days, the Parties shall reevaluate in good faith whether completion of this Agreement is feasible and discuss options for modifying, extending or terminating this Agreement. Notwithstanding the foregoing, neither Party shall be excused from performing its obligations hereunder due solely to harsh, challenging, unstable, risky, or dangerous factors that are reasonably foreseeable by both Parties at the time of executing this Agreement or that are</p>

<i>Terms for Professional Service Providers</i>	<i>Terms for Vendors and Suppliers of Products</i>	<i>Terms Applicable to All</i>
		reasonably expected by both Parties when considering the natural, economic or political environment, locality or country in which the [services are to be performed / goods are to transported from or received].
		<p><u>Injunctive Relief</u> In the event that You violate or breach any of the terms and conditions of this Agreement, HIAS may seek injunctive relief and such other relief and damages as may be allowed at law or in equity. All costs of obtaining such relief, including reasonable attorney’s fees and court costs, shall be awarded to HIAS. Such remedies will not be deemed to be HIAS’s exclusive remedies for a breach of this Agreement but will be in addition to those remedies granted at law or in equity to HIAS.</p>