



FIXED PRICE LEGAL SERVICES AGREEMENT

Between

CHEMONICS IRAQ LLC

**Jouhayna Business Center, 3rd floor, 100 Meter Road, Sarbasty District
Erbil, Kurdistan, Iraq**

And

TBD

Hereinafter referred to as “Local Counsel”

For

**IRP2-TA’AFI USAID PRIME CONTRACT NO. 7200AA19D00015
DCEO-TAHFEEZ PRIME CONTRACT NO. 72026719D00001**

Effective Date: *TBD*

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Local Counsel agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein whenever needed.

The rights and obligations of the parties to this legal services agreement shall be subject to and governed by the provisions and specifications attached or incorporated by reference herein and executed by both parties.

For
Chemonics Iraq LLC

For
TBD

By: Saeed Uri
Title: Chief of Party
Date: _____
Place Signed: _____

By: _____
Title: _____
Date: _____
Place Signed: _____

Chemonics is an Equal Opportunity Employer and we do not discriminate on the basis of race, color, sex, national origin, religion, age, equal pay, disability and genetic information.

Section A. Background, Scope of Work, Deliverables and Deliverables ScheduleA.1. Background

Chemonics International Inc. (“Chemonics”) is an international development consulting firm with 48 years of experience implementing projects in development areas worldwide, including financial services, rural integrated development, environmental management, democracy and governance, conflict and disaster management, private sector development, education and health programs, among others. Chemonics has implemented projects in 135 countries and currently has a presence in over 70 countries. Currently, Chemonics does have operations in country and is registered in Iraq under the name of Chemonics Iraq LLC in Kurdistan Region of Iraq and Sama Al Tatawor for General Trade LLC in Federal Iraq.

As of the effective date, Chemonics operates two projects (Iraq Regional Program 2-Ta’afi (IRP2-Ta’afi) and Durable Communities and Economic Opportunities-Tahfeez (DCEO-Tahfeez)) in Iraq which are funded by the United States Agency for International Development (USAID). Each project is staffed by US expatriates, third country nationals, and local staff. The projects also use support/professional services provided by foreign and local individuals. To support these programs, Chemonics needs to ensure it is operating in Iraq in full compliance of its laws and regulations.

The USAID-funded IRP2-Ta’afi Project is working towards a more inclusive and prosperous Iraq by empowering Iraqis to lead positive change. IRP2-Ta’afi does this by working with Iraqi partners to organize the community to address local issues and mobilize around common causes affecting all of Iraq. The USAID-funded DCEO-Tahfeez Project is working to support vulnerable communities to build resilience against destabilizing factors by increasing their adaptive capacity and economic well-being. The purpose of DCEO-Tahfeez Project is to increase the competitiveness of Iraqi firms and create employment for Iraqi citizens, the project engages private enterprises to solve problems constraining their growth and limiting productive employment opportunities. Chemonics will not transact any business in Iraq other than implementing foreign assistance projects covered by the USAID awarded contracts.

A.2. Scope of Work

The purpose of this legal services agreement (“LSA”) is to engage an Iraqi law firm to provide legal advice and support to Chemonics on the company’s in-country operations, including registration, and to ensure compliance with local laws and regulations.

Details from Section II.2. Scope of Work in the RFP will be inserted here.

A.3. Deliverables

The Local Counsel shall deliver to Chemonics the deliverables/services as per the details set forth in A.2. above and in accordance with the estimated schedule set forth in A.4. below.

A.4. Deliverables Schedule

Local Counsel shall submit the deliverables of the fixed priced deliverables/services described in A.2. in accordance with the following Deliverables Schedule:

Deliverable Name	Proposed delivery timeline in calendar days
1- Obtaining entry visa for non-Iraqi nationality (issuing single entry KRI visa)	
2- Extending the validity of the entry visa stamp	
3- Issuing Kurdistan Region of Iraq (KRI) Residency (PR)	
4- Renewal of KRI Residency Card	
5- Cancelling KRI Residency Card for international staff leaving country	
6- Issuing Power of Attorney (POA)	
7- Canceling POA	

Chemonics reserves the unilateral right to terminate this fixed price agreement at any time, paying for all deliverables completed at the time of termination and a pro-rata share of any deliverable in progress, in accordance with FAR Clause 52.249-1, Termination for Convenience of the Government (Fixed Price) (Short Form) (April 1984), which is incorporated by reference in Section Q herein.

Chemonics may order changes in the scope of work above pursuant to the Federal Acquisition Regulation (FAR) Clause 52.243-1 (Alt.III), Changes—Fixed Price, which is incorporated by reference in Section Q herein.

Any change in the Local Counsel's scope of work and/or deliverable(s) requires prior written authorization of Chemonics through a modification to this agreement.

Section B. Reporting and Technical Direction

Local Counsel shall render the services and produce the deliverables stipulated in Section A., above, under the general technical direction of the IRP2-Ta'afi and DCEO-Tahfeez projects. The IRP2-Ta'afi and DCEO-Tahfeez projects will be responsible for monitoring Local Counsel's performance under this fixed price subcontract. Local Counsel shall not communicate directly with USAID during the performance of this LSA.

Section C. Period of Performance

The effective date of this LSA is *TBD*, and the completion date is *TBD*. Local Counsel shall deliver the deliverables set forth in Section A., Background, Scope of Work, Deliverables and Deliverables Schedule to the project which requested them (IRP2-Ta'afi or DCEO-Tahfeez) in accordance with the schedule stipulated therein.

In the event that Local Counsel fails to make progress so as to endanger performance of this fixed price LSA, or is unable to fulfill the terms of this fixed price LSA by the completion date of services requested, Local Counsel shall notify Chemonics forthwith and Chemonics shall have the right to summary termination of the services requested or this fixed price LSA upon written notice to Local Counsel in accordance with the incorporated FAR Clause 52.249-8, Default (Fixed-Price Supply and Service).

Section D. Changes, Stop Work and Termination

Chemonics may order changes in the scope of work above. Any change in Local Counsel's scope of work and/or deliverable(s) requires prior written authorization of Chemonics through a modification to this LSA.

Notwithstanding any other provision hereof, Chemonics may, by written notice to Local Counsel, order that work be stopped or otherwise suspend all or any portion of the services. Local Counsel shall stop all such services immediately upon receipt of Chemonics' stop work order and shall promptly resume the services after receipt of direction from Chemonics to proceed.

Chemonics reserves the unilateral right to terminate this LSA at any time, paying for all deliverables completed at the time of termination and a pro-rata share of any deliverable in progress. Any termination shall be made in writing to Local Counsel.

Section E. Legal Services Agreement fixed price, Invoicing and Payment

E.1. Legal Services Agreement fixed price

As consideration for the delivery of all of the products and/or services stipulated in Section A., Chemonics will pay Local Counsel according to the services delivered. Chemonics will pay the prices on monthly basis. Chemonics will make each payment subject to Section E.3, below, after Local Counsel's completion of the corresponding deliverable indicated in the following table:

Deliverable Name	Unit of Service	Cost in USD

The above table of pricing will be filled out based on selected offeror's pricing.

E.2. Invoicing

Upon IRP2-Ta'afi and DCEO-Tahfeez projects' acceptance of the contract deliverables described in Section A., Background, Scope of Work, Deliverables and Deliverables Schedule, Local Counsel shall submit an original invoice to IRP2-Ta'afi and DCEO-Tahfeez projects' Operations Teams for payment. The invoice shall be sent to the attention of Chemonics Iraq LLC and shall include the following information: a) Local Counsel's legal name, invoice date, and invoice number, b) deliverables delivered and accepted, c) total amount due in USD, per Section E.1., above; and d) payment information corresponding to the authorized account listed in E.3, below.

E.3. Payment Account Information

Chemonics shall remit payment corresponding to approved, complete invoices submitted in accordance with the terms herein payable to Local Counsel via check sent to the official address or to the following authorized account:

1. Account name: (INSERT Account name provided by Local Counsel)
2. Bank name: (INSERT Local Counsel's bank name)
3. Bank address or branch location: (INSERT Local Counsel's bank address or branch location)
4. Account number: (INSERT Local Counsel's bank account SWIFT and IBAN reference as applicable)

Section F. Intellectual Property Rights

The ownership of all copyright and other intellectual property rights in respect of any data compilations, research, spreadsheets, graphs, reports, diagrams, designs, work products, software, or any other documents, developed in connection with this LSA will exclusively vest in or remain with Chemonics, which shall have all proprietary rights therein, notwithstanding that Local Counsel or its employees may be the author of the intellectual property. All documents relating to the intellectual property or otherwise connected with this LSA, the services, or duties must be returned or delivered to Chemonics at the time of the expiration or termination of the subcontract. Local Counsel agrees not to publish or make use of any of the intellectual property, or documents relating thereto, without the prior written approval of Chemonics and proper attribution.

Section G. Proprietary and Confidential Information

Local Counsel acknowledges that, in performing this Contract, Chemonics may be required to make available to Local Counsel certain information deemed to be Proprietary and Confidential information ("Proprietary Information"). Such information includes without limitation, information related to pricing, trade secrets, customer lists, and technical, financial and business information, patents, research, development, computer software, designs or processes, and know-how of Chemonics. Local Counsel agrees to safeguard and hold in strictest confidence all Proprietary Information.

Local Counsel hereto agrees not to disclose such Proprietary Information to unauthorized parties. Receiving parties shall not use Proprietary Information from the other for any purpose other than that as required for the performance of this LSA. Each Party shall designate in writing one or more individuals as the only person(s) authorized to receive Proprietary Information exchanged between the Parties pursuant to this LSA. Except as required in the performance of this LSA, neither this LSA nor the furnishing of any information hereunder by Chemonics shall grant Local Counsel, by implication or otherwise, any license under any invention, patent, trademark or copyright.

The restrictions set forth in the foregoing provisions of this clause shall not apply to information: (a) which was at the time of the receipt otherwise lawfully known to the recipient independently

of the disclosing party; (b) which was at the time of receipt lawfully within the public knowledge; (c) which subsequently is lawfully developed independently by the recipient; or (d) which subsequently is lawfully acquired from a third party without coordinating restriction on use.

Local Counsel shall return all Proprietary Information to Chemonics upon its request or upon termination of this LSA, whichever occurs first. Local Counsel shall have the right to retain an index of the Proprietary Information for its internal records, subject to Local Counsel's continued compliance with the restrictions and obligations set forth in this section. This section shall survive termination of this LSA.

Section H. Indemnity and Local Counsel Waiver of Benefits

(a) Local Counsel waives any additional benefits and agrees to indemnify and save harmless Client and Chemonics, their officers, directors, agents, and employees from and against any and all claims and liability, loss, expenses, suits, damages, judgments, demands, and costs (including reasonable legal and professional fees and expenses) arising out of:

(1) the acts or omissions of Local Counsel, its employees, officers, directors, or agents;

(2) injury or death to persons, including officers, directors, employees, or agents of Local Counsel, or loss of or damage to property, or fines and penalties which may result, in whole or in part, by reason of the buying, selling, distribution, or use of any of the goods or services purchased or provided under this LSA except to the extent that such damage is due to the negligence of Chemonics;

(3) the infringement or violation of any patent, copyright, trademark, service mark, trade secret, or other proprietary interest of any third party resulting from Chemonics' use, distribution, sale, sublicensing, or possession of the goods (including software and all forms of written materials) or services purchased or provided, as authorized hereunder, or from the use or possession of said goods or services by USAID, as authorized hereunder; or false claims submitted by Local Counsel or its agents under this LSA or as a result of a Local Counsel's misrepresentation of fact or fraud by Local Counsel.

(b) Local Counsel shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing, provided that Local Counsel has notice or is given prompt written notice of such claim or suit and, further, that Local Counsel shall be given necessary information, reasonable assistance and the authority to defend such claim or suit. Local Counsel shall not settle, compromise or discharge any pending or threatened suit, claim or litigation, arising out of, based upon, or in any way related to the subject matter of this subcontract and to which Chemonics is or may reasonably be expected to be a party, unless and until Local Counsel has obtained a written agreement, approved by Chemonics (which shall not be unreasonably withheld) and executed by each party to such proposed settlement, compromise or discharge, releasing Chemonics from any and all liability.

(c) If any of the goods or services provided by Local Counsel hereunder, including without limitation software and all forms of written materials, become the subject of a claim of infringement or violation of a third party's intellectual property, privacy and/or proprietary rights, Local Counsel shall, at its own expense, use its best efforts--

(1) to procure for Chemonics the right to continue use and, if authorized under this LSA, distribution of the infringing goods or services or,

(2) to modify the goods or services to make them non-infringing, or to replace them with equivalent, non-infringing counterparts.

If none of the above mentioned can be successfully implemented, then Local Counsel shall refund to Chemonics all monies paid Local Counsel for the infringing goods and services.

Section I. Compliance with Applicable Laws and Standards

Local Counsel shall perform all work in accordance with all applicable laws, ordinances, codes, regulations, and other authoritative rules of the United States and of Iraq and of Iraqi Kurdistan Region and their political subdivisions and with the standards of relevant licensing boards and professional associations. Local Counsel shall also comply with the applicable USAID regulations governing this LSA, which are incorporated by reference into this subcontract, and appear in Section Q, Clauses Incorporated by Reference.

Section J. Protecting Chemonics' Interests when Local Counsel is Named on Suspected Terrorists or Blocked Individuals Lists, Ineligible to Receive USAID Funding, or Suspended, Debarred or Excluded from Receiving Federal Funds

In addition to any other rights provided under this LSA, it is further understood and agreed that Chemonics shall be at liberty to terminate this subcontract immediately at any time following any of the following conditions:

- a) Local Counsel is named on any list of suspected terrorists or blocked individuals maintained by the U.S. government, including but not limited to (a) the Annex to Executive Order No. 13224 (2001) (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or (b) the List of Specially Designated Nationals and Blocked persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury.
- b) USAID determines that Local Counsel is ineligible to receive USAID funding pursuant to U.S. laws and regulations;
- c) Local Counsel is identified on the U.S. Government's Excluded Party List System, or successor listing, as being suspended, debarred, or excluded from receiving federal awards or assistance.

Upon such termination Local Counsel shall have no right to any further payments following the notice of termination given by Chemonics to Local Counsel.

Section K. Governing Law and Resolution of Disputes

(a) Governing Law. This LSA, including any disputes related thereto, shall be governed by the laws of the District of Columbia.

(b) Disputes with the Government. Chemonics' Prime Contract with the Government is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Any claim arising out of the performance of this LSA that relates to any decision of the Government under the prime contract must be resolved in accordance with the clause at FAR 52.233-1 Disputes, which is incorporated herein by reference.

(1) Any decision of the Government under the Prime Contract, if binding on Chemonics, shall also bind Local Counsel to the extent that it relates to this LSA, provided that Chemonics shall have promptly notified Local Counsel of such decision and, if requested by Local Counsel, shall have brought suit or filed claim, as appropriate against the Government, or, in alternative, agreed to sponsor Local Counsel's suit or claim. A final judgment in any such suit or final disposition of such claim shall be conclusive upon Chemonics and Local Counsel.

(2) For any action brought or sponsored by Chemonics on behalf of Local Counsel pursuant to this clause, Local Counsel agrees to indemnify and hold Chemonics harmless from all costs and expenses incurred by Chemonics in prosecuting or sponsoring any such appeal.

(c) Disputes between the Parties. The following procedures shall govern the resolution of any controversy, dispute or claim between or among Chemonics and Local Counsel ("the Parties") arising out of the interpretation, performance, breach or alleged breach of this LSA ("Dispute") that is covered by (b) above.

(1) Negotiation. The Parties shall promptly attempt to resolve any Dispute by negotiation in the normal course of business. If, after good faith efforts, the Dispute is not resolved, either Party may request in writing that the Dispute be resolved via Executive Consultation pursuant to subparagraph (2) below.

(2) Executive Consultation. For Disputes submitted to Executive Consultation, each Party shall designate a senior company official with authority and responsibility for attempting to resolve the matter. For Chemonics, such designee shall be a Senior Vice President, or a person at a higher level of authority. For Local Counsel, such designee shall be the head of the relevant department or a person at a higher level of authority. The Party initiating the claim shall provide, in addition to documents supporting the claim, a brief summary of the claim, its perception of the positions of the Parties and any perceived barriers to settlement of the case. The summary may be submitted directly to the designated Party Executive. Within 30 calendar days after delivery of the claim summary, the Parties shall meet and attempt to resolve the Dispute. If the Dispute is not resolved within 45 days from submission of the claim summary,

or such other amount of time as agreed between the Parties, the claiming Party may proceed under subparagraph (3) below.

(3) Arbitration. Any controversy or claim between the Parties arising out of or relating to this Subcontract, or the breach thereof, that has not been resolved by Executive Consultation, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection, unless otherwise provided herein. The arbitrators shall not be empowered to award damages in excess of compensatory damages and each Party expressly waives and foregoes any right to punitive, exemplary, or similar damages. Each Party will bear the cost of its own Attorney-Fees. The Arbitration shall be in Washington, D.C., unless otherwise agreed between the Parties.

(d) Obligation to perform work. Local Counsel shall diligently proceed with the performance of work pending final resolution of any Dispute.

The Local Counsel acknowledges and agrees that it has no direct action against the U.S. Government or USAID for any claims arising under this LSA.

Section L. Organizational Conflicts of Interest

It is understood and agreed that some of the work performed under this LSA may place Local Counsel or its personnel in the position of having an organizational conflict of interest. Such an organizational conflict of interest may impair the objectivity of Local Counsel or its personnel in performing the work. To preclude or mitigate any potential conflicts of interest, Local Counsel agrees not to undertake any activity which may result in an organizational conflict of interest without first notifying Chemonics of such potential conflict of interest and receiving Chemonics' written approval to undertake such activities.

Section M. Kickbacks, Illegal Payments to Foreign Officials and Fraudulent Activity

(a) Definitions.

Kickback, as used herein, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind, which is provided, directly or indirectly, to Chemonics, the IRP2-Ta'afi project, the DCEO-Tahfeez project office or any of their employees, Local Counsel or Local Counsel's employees, or vendors in any way related to the performance or subsequent activities of this LSA, for the purpose of improperly obtaining or rewarding favorable treatment in connection with this LSA.

Illegal payments to Foreign Officials, as used herein, refers to the payment (or offer, promise or authorization of payment) of anything of value to any foreign official or employee, directly or indirectly, for the purpose of obtaining or retaining business, directing business to any person or entity, or securing any improper advantage.

Fraudulent Activity refers to any misrepresentation of facts made by Local Counsel or Local Counsel employees in order to influence the selection process, the execution, or the payment of a contract to the detriment of Chemonics. This includes the submission of false or fraudulent bills or invoices, the falsification or fraudulent presenting of deliverables, and collusive practice among contractors (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive Chemonics of the benefits of free and open competition.

Person, as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

Local Counsel employee, as used in this clause, means any officer, partner, employee, or agent of the Local Counsel.

(b) Prohibition Against Kickbacks.

Chemonics does not engage in or tolerate kickbacks or other forms of bribery. Local Counsel and its employees, whether directly or indirectly engaged in the performance of this Contract, agree to abide by the terms of The United States Anti-Kickback Act of 1986, which prohibits any person from providing or attempting to provide any kickback; soliciting, accepting, or attempting to accept any kickback; or including, directly or indirectly, the amount of any kickback in the contract price charged by Local Counsel to Chemonics.

(c) Prohibition Against Illegal Payments to Foreign Officials.

Chemonics does not engage in or tolerate illegal payments to foreign officials. Consistent with the principles and requirements of the United States Foreign Corrupt Practices Act (FCPA), and the OECD Convention on Combating Bribery of Foreign Officials in International Business Transactions, and all related and implementing legislation that may be applicable to this Contract, Local Counsel certifies, warrants and represents that:

- (1) It will not make, authorize, or offer any payment, or will not give, authorize the giving of, or offer anything of value, directly or indirectly, with respect hereto or otherwise,
 - (i) To any official or employee of any government, state-owned enterprise, or international organization,
 - (ii) To any person acting in an official capacity for or on behalf of any government state-owned enterprise, or international organization, or
 - (iii) To any political party or to any person known to be a candidate for any office in any government,

In order to

- (i) Influence any act or decision in any such person's official capacity;
- (ii) Induce any such person to violate a lawful duty, or;
- (iii) Induce any such person to use influence with any government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality, for the purpose of obtaining or

retaining business or directing business to any person, or to secure any improper advantage.

(d) Prohibition Against Fraudulent Activity

Chemonics does not engage in or tolerate fraudulent activity in any of its business practices. Local Counsel certifies, warrants and represents that it will not make any misrepresentation of facts to Chemonics in order to influence the selection process, the execution or the payment of this LSA to the detriment of Chemonics. This includes the submission of false or fraudulent bills or invoices, the falsification or fraudulent presenting of deliverables, and collusive practice among contractors.

(e) Reporting and Cooperation.

When Local Counsel has reasonable grounds to believe that a violation described in the paragraph above of this provision may have occurred, Local Counsel shall promptly report the possible violation in writing to Chemonics. Failure to do so shall be considered a material breach of this LSA. Local Counsel further agrees to cooperate fully with any United States Government agency investigating any possible violation described in this clause.

(f) Remedies.

Notwithstanding any other provision in this LSA, non-compliance with this Section shall be considered a material breach of this contract. Chemonics reserves the right to terminate this LSA, upon written notice, if it determines in its sole discretion that Local Counsel is in breach of this Section (see Section D, Changes, Stop Work and Termination).

Chemonics may offset the amount of any illegal payments against any monies owed by Chemonics under this LSA or order the monies withheld from future payments due Local Counsel.

Section N. Terrorist Financing Prohibition

Local Counsel 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 Local Counsel to ensure compliance with these Executive Orders and laws. This provision must be included in all contracts issued under this LSA.

Section O. Set-Off Clause

Chemonics reserves the right of set-off against amounts payable to Local Counsel under this LSA or any other agreement the amount of any claim or refunds Chemonics may have against Local Counsel.

Section P. Assignment and Delegation

This LSA agreement may not be assigned or delegated, in whole or in part, by Local Counsel without the written consent of Chemonics. Absent such consent, any assignment is void.

Section Q. Local Counsel Performance Standards

(a) Local Counsel agrees to provide the services required hereunder in accordance with the requirements set forth in this LSA. Local Counsel undertakes to perform the services hereunder in accordance with the highest standards of professional and ethical competence and integrity in Local Counsel's industry and to ensure that employees assigned to perform any services under this LSA will conduct themselves in a manner consistent therewith. The services will be rendered by Local Counsel: (1) in an efficient, safe, courteous, and businesslike manner; (2) in accordance with any specific instructions issued from time to time by Chemonics; and (3) to the extent consistent with items (1) and (2), as economically as sound business judgment warrants. Local Counsel shall provide the services of qualified personnel through all stages of this subcontract. Local Counsel represents and warrants that it is in compliance with all the applicable laws of the United States and any other Jurisdiction in which the services shall be performed. Local Counsel shall perform the services as an independent Local Counsel with the general guidance of Chemonics. The Local Counsel's employees shall not act as agents or employees of Chemonics.

(b) Chemonics reserves the right to request the replacement of Local Counsel personnel and may terminate the LSA due to nonperformance by the Local Counsel.

Section R. Waiver, Entirety of Agreement, Severability and Miscellaneous

(a) This LSA embodies the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between or among the parties relating to the subject matter hereof. No statement, representation, warranty, covenant, or agreement of any kind not expressly set forth in this LSA shall affect, or be used to interpret, change, or restrict, the express terms and provisions of this LSA. Each of the parties hereto agrees to cooperate with the other parties hereto in effectuating this LSA and to execute and deliver such further documents or instruments, and to take such further actions as shall be reasonably requested in connection therewith.

(b) All statements, representations, warranties, covenants, and agreements in this LSA, and any scope of work issued hereunder, shall be binding on the parties hereto and shall inure to the benefit of the respective successors and permitted assigns of each party hereto. Nothing in this LSA shall be construed to create any rights or obligations except among the parties hereto, and no person or entity shall be regarded as a third-party beneficiary of this LSA.

(c) In the event that any court of competent jurisdiction determines that any provision, or any portion thereof, contained in this LSA is unenforceable or invalid in any respect, then such provision shall be deemed limited to the extent that such court deems it valid or enforceable, and as so limited shall remain in full force and effect. In the event that such court deems any such provision partially or wholly unenforceable, the remaining provisions of this LSA shall nevertheless remain in full force and effect.

(d) The headings and captions contained in this LSA are for convenience only and shall not affect the meaning or interpretation of this LSA or of any of its terms or provisions.

(e) Unless otherwise specifically agreed to the contrary in writing: (i) the failure of any party at any time to require performance by the other of any provision of this LSA shall not affect such party's right thereafter to enforce the same; (ii) no waiver by any party of any default by any other shall be valid unless in writing and acknowledged by an authorized representative of the non-defaulting party, and no such waiver shall be taken or held to be a waiver by such party of any other preceding or subsequent default; and (iii) no extension of time granted by any party for the performance of any obligation or act by any other party shall be deemed to be an extension of time for the performance of any other obligation or act hereunder.

(f) Each party has been represented by its own counsel in connection with the negotiation and preparation of this LSA and, consequently, each party hereby waives the application of any rule of law that would otherwise be applicable in connection with the interpretation of this LSA, including but not limited to any rule of law to the effect that any provision of this LSA shall be interpreted or construed against the party whose counsel drafted that provision.

(g) This LSA may be executed in any number of counterparts, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section S. Standard Expanded Security

The Subcontractor shall be responsible for initiating, undertaking and supervising all safety and security precautions and programs in connection with the services to be provided pursuant to this Subcontract. The Subcontractor shall undertake affirmative actions to assure that adequate safety and security precautions and programs are implemented in all phases of performing services, production, control and distribution including by way of example but not limited to: (i) electronic data processing and information systems, (ii) physical security of plant, production, records and inventory, (iii) production control and control of inventory, (iv) control of distribution systems and (v) control of labor, including employees and officers of the Subcontractor, agents, contract or temporary employees and subcontractors. The Subcontractor shall comply with all applicable laws, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property. The direction, advice or input by Chemonics with respect to security precautions and programs in connection with the services to be provided shall not relieve the Subcontractor of the responsibility for establishing and maintaining such security precautions.

The Subcontractor shall implement and maintain adequate information security measures to protect against unauthorized access to or use of Users' Data in accordance with the Gramm-Leach-Bliley Act, as it may be amended, and any regulations promulgated thereunder, including without limitation: (i) access controls on information systems, including controls to authenticate and permit access only to authorized individuals and controls to prevent employees from providing Users' Data to unauthorized individuals who may seek to obtain this information through fraudulent means; (ii) access restrictions at physical locations containing Users' Data, such as buildings,

computer facilities, and records storage facilities to permit access only to authorized individuals; (iii) encryption of electronic Users' Data where unauthorized individuals may reasonably foreseeably have access; (iv) procedures designed to ensure that information system modifications are consistent with the information security measures; (v) dual control procedures, segregation of duties, and employee background checks for employees with responsibilities for or access to Users' Data; (vi) monitoring systems and procedures to detect actual and attempted attacks on or intrusions into information systems; (vii) response programs that specify actions to be taken when the Subcontractor detects unauthorized access to information systems, including immediate reports to Chemonics; (viii) measures to protect against destruction, loss or damage of Users' Data due to potential environmental hazards, such as fire and water damage or technological failures; (ix) training of staff to implement the information security measures; (x) regular testing of key controls, systems and procedures of the information security measures by independent third parties or staff independent of those that develop or maintain the security measures; and (xi) reporting to Chemonics on the results of its audit evaluations of the Subcontractor's information security systems and procedures.

The Subcontractor will provide documentation of its security measures in form satisfactory to Chemonics as part of audit obligations under this subcontract. If the Subcontractor becomes aware of any unauthorized access to or unauthorized use of Chemonics's data by a person (other than Chemonics, its affiliates, any of their respective employees or any of their other agents (i.e., an agent that is not the Subcontractor or an agent of the Subcontractor) accessing such systems through the service provider or its agents or has reason to believe that such unauthorized access or use will occur, the Subcontractor will promptly at its expense: (i) notify Chemonics in writing; (ii) investigate the circumstances relating to such actual or potential unauthorized access or use; (iii) take commercially reasonable steps to mitigate the effects of such actual or potential unauthorized access or use and to prevent any reoccurrence.

Section T. Clauses Incorporated by Reference

This LSA includes the appropriate flow-down clauses as required by the Federal Acquisition Regulation and the USAID Acquisition Regulation.

This LSA incorporates the following clauses of the Federal Acquisition Regulations (48 Code of Federal Regulations, Chapter 1) and AID Acquisition Regulations (48 Code of Federal Regulations, Chapter 7) by reference, with the same force and effect as if they were given in full text. The full text is available at <https://www.acquisition.gov/browse/index/far> and <https://www.usaid.gov/sites/default/files/documents/1868/aidar.pdf>. Modifications which apply to LSA appear after each clause. It is understood and agreed that Local Counsel may be obligated by and to Chemonics for any specifications or documentation required of Chemonics under these clauses, and that references to the Contractor may also refer to Local Counsel. Local Counsel hereby agrees to abide by the terms and conditions imposed by these clauses. With respect to documentation and approvals required under these clauses, all such documentation and approvals shall be submitted to or requested from Chemonics.

References in the text of incorporated clauses to "the Government," "USAID," or "Contracting

Officer" may, depending on their context, refer to "Chemonics," and references to "the Contractor" may refer to "Local Counsel."

Federal Acquisitions Regulation (FAR) Clauses

FAR Clause Number	Title and Year
52.202-1	Definitions (Jan 2012)
52.203-3	Gratuities (Apr 1984)
52.203-6	Restriction on Subcontractors Sale to the Government (Jun 2020)
52.203-7	Anti-Kickback Procedures (Jun 2020) (as altered)
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2007)
52.203-12	Limitation of Payment to Influence Certain Federal Transactions (Jun 2020)
52.204-06	Unique Entity Identifier (Oct 2016)
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Nov 2021)
52.215-2	Audit and Records-Negotiation (Jun 2020)
52.215-12	Subcontractor Certified Cost or Pricing Data (Nov 2021) [only if it exceeds \$750,000]
52.215-13	Subcontractor Certified Cost or Pricing Data Modifications (Jun 2020) [only if it exceeds \$750,000]
52.215-14	Integrity of Unit Prices (Nov 2021) [only if procuring supplies by priced units]
52.222-50	Combating Trafficking in Persons (Nov 2021)
52.225-13	Restriction on Certain Foreign Purchases (Feb 2021)
52.225-14	Inconsistency between English version and Translation of Contract (Feb 2000)
52.228-3	Workers' Compensation Insurance (Defense Base Act) (Jul 2014)
52.229-6	Taxes - Foreign Fixed Price Contracts (Feb 2013)
52.242-15	Stop-Work Order (Aug 1989)
52.243-1 (Alt III)	Changes-Fixed Price (Aug 1987) Alt I [include Alt I for services]
52.246-4	Inspection of Services – Fixed Price (Aug 1996)
52.246-25	Limitation of Liability – Services (Feb 1997)
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form) (Apr 1984)
52.249-8	Default Fixed Price Supply & Service (Apr 1984)

Agency for International Development Acquisitions Regulation (AIDAR Clauses)

AIDAR Number	Title and Year
752.202 Alt.70 and Alt.72	Definitions Alt. 70(Jan 1990)/Alt.72 (Jan 1990)
752.211-70	Language and Measurement [especially provision in (a)] (Jun 1992)
752.225-70	Source Nationality Requirements (Feb 2012) (as altered)
752.228-3	Worker's Compensation Insurance (Defense Base Act)
752.228-70	Medical Evacuation (MEDEVAC) Services
752.7005	Submission Requirements for Development Experience Documents Sep 2013)
752.7009	Marking (Jan 1993)
752.7025	Approvals (Apr 1984)
752.7027	Personnel (Dec 1990)
752.7032	International Travel Approval and Notification (Apr 2014) *Only if international travel is required.
752.7034	Acknowledgement and disclaimer (Dec 1991)
752.7101	Voluntary Population Planning Activities (Jun 2008) *If a subcontract with family planning activities is contemplated, add "Alternate 1(6/2008)" to the clause name.

Section U. Representations and Certifications

Any representations and certifications submitted resulting in award of this LSA are hereby incorporated either in full text or by reference, and any updated representations and certifications submitted thereafter are incorporated by reference and made a part of this LSA with the same force and effect as if they were incorporated by full text. By signing this LSA, the Local Counsel hereby certifies that as of the time of award of this LSA: (1) the Local Counsel, or its principals, is not debarred, suspended or proposed for debarment or declared ineligible for award by any Federal agency; (2) no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with awarding the contract or this LSA; and (3) no changes have occurred to any other representations and certifications made by the Local Counsel resulting in award of this LSA. The Local Counsel agrees to promptly notify Chemonics in writing of any changes occurring at any time during performance of this LSA to any representations and certifications submitted by the Local Counsel.