

FRAMEWORK AGREEMENT
No. **[NUMBER]**
between
CATHOLIC RELIEF SERVICES –
UNITED STATES CONFERENCE OF CATHOLIC BISHOPS
and
[NAME OF VENDOR]

FRAMEWORK AGREEMENT, dated as of **[MONTH] [DAY], [YEAR]** (the “**Effective Date**”), by and between:

Catholic Relief Services - United States Conference of Catholic Bishops (“CRS”), a nonprofit corporation organized under the laws of the District of Columbia, United States of America (“**United States**”), with offices at 228 West Lexington Street, Baltimore, Maryland 21201, United States and registered under the laws of the Hellenic Republic (“**Greece**” or the “**Host Country**”) and acting through its office at 75 Solonos Street, 106 79 Athens, Greece

and

[NAME OF VENDOR] (the “**Vendor**”), a **[TYPE OF LEGAL ORGANIZATION]** organized under the laws of **[JURISDICTION]**, with offices at **[ADDRESS]**.

WITNESSETH THAT:

WHEREAS, the Vendor submitted an offer to supply the products (the “**Products**”) and provide the services (the “**Services**”) described in **Attachment 1** dated **[MONTH] [DAY], [YEAR]** (the “**Tender Documentation**”);

WHEREAS, CRS desires to engage the Vendor to provide the Products and Services as specified in this framework agreement, including all attachments hereto (the “**Framework Agreement**”) and each task order issued hereunder (each, a “**Task Order**” and the Framework Agreement and all Task Orders are referred to collectively as the “**Agreement**”); and

WHEREAS, the Vendor desires to provide the Products and Services in accordance with the terms and conditions of this Agreement and the requirements of applicable law;

Now therefore, in consideration of the foregoing recitals, the respective covenants, commitments and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CRS and the Vendor (together the “**Parties**” and each a “**Party**”), intending to be legally bound, incorporate the foregoing Recitals in the Agreement as if fully detailed below, and hereby agree as follows:

I. TERM

A. The term of this Agreement (the “**Term**”) is from the Effective Date to **[MONTH] [DAY], [YEAR]** unless this Agreement is terminated in accordance with Section XXI, (such final date of the Term being referred to herein as the “**End Date**”).

B. In the event that CRS and the Vendor wish to extend a Task Order beyond its Implementation Period (as defined in a Task Order), the Parties will mutually agree in writing to the extension prior to the end of the Implementation Period of that Task Order. Absent such written agreement, the Task Order will automatically expire at the end of its Implementation Period.

II. VENDOR OBLIGATIONS AND TASK ORDERS

A. During the Term, the Vendor hereby agrees to sell and deliver to CRS (i) the Products meeting the technical specifications set forth in **Attachment 1** and (ii) the Services described in **Attachment 1**. From time to time during the Term, CRS may desire to purchase the Products or Services from the Vendor. In this event, CRS will issue a Task Order that will contain a description of the specific order placed by CRS. The Task Order may also contain additional terms and conditions applicable to that specific Task Order.

B. Upon signing a Task Order, the Vendor accepts the respective engagement and agrees to implement the Task Order in accordance with its terms. The Vendor shall perform its obligations in a prompt, professional and satisfactory manner. The Vendor warrants that its work shall be performed and completed in accordance with generally accepted and applicable industry standards, practices and principles. The Vendor further represents and warrants that the Products and Services will be provided and performed in accordance with the functional specifications described in **Attachment 1**.

C. **Attachment 1** contains a form of Task Order. Amendments to any Task Order will be made in accordance with Section XIX.

D. Time is of the essence in the performance of the Vendor's obligations under this Agreement.

E. By entering into this Agreement, CRS is not obliged to prepare, issue or execute any Task Order unless CRS, in its sole discretion, decides to do so. Furthermore, the Vendor agrees that CRS shall not be liable for any loss, damage, cost or expense that the Vendor or any of its subcontractors may suffer or incur as a result of CRS' decision not to prepare, issue or execute a Task Order.

F. Each Task Order is issued under, forms part of, and is subject to, the provisions of this Framework Agreement. In addition, each Task Order is issued separately and independently from other Task Orders and changes to one Task Order do not change all outstanding Task Orders. In the event of any inconsistency between any provision contained in a Task Order and a provision contained in this Framework Agreement, the provision of the Task Order shall prevail for the purpose of, but only to the extent of, the respective Task Order.

G. In the event that CRS is using donor funding to purchase the Products or Services, CRS will include an additional annex in the Task Order to reflect specific donor requirements. The Vendor acknowledges that donors may change their requirements periodically. When a donor changes its requirements, CRS will include these updated requirements in a Task Order.

H. The Vendor also acknowledges that CRS may receive funding from a donor that is not reflected in this Agreement. If CRS receives funding from a donor that is not included in the Form of Task Order contained in **Attachment 1**, CRS will develop an annex reflecting the requirements of that particular donor for use with the respective Task Order.

III. CRS OBLIGATIONS

A. CRS shall make payments to the Vendor in accordance with the terms and conditions of this Agreement.

IV. PRICING AND PAYMENTS

A. All payments to be made pursuant to this Agreement are contingent upon (a) the Vendor's satisfactory and timely delivery of the Products and implementation of the Services; (b) compliance by the Vendor with the terms of this Agreement and all applicable laws and regulations and (c) the accuracy, as of the dates set forth in Section XIV(A)(2), of the representations and warranties of the Vendor contained in this Agreement.

B. The pricing and payment terms will be described in each Task Order. Any payment made by CRS to the Vendor under this Agreement shall be made in the currency specified in the Task Order and transferred to the Vendor's bank account using the payment instructions set forth in **Attachment 2**.

C. The Vendor is solely liable for all taxes (including occupational, property, franchise, net or gross income), duties, license fees and other official taxes, duties and fees of whatever nature, arising out of, or relating to, the Vendor, the Vendor's representatives or any payments or other benefits made to, or received by, the Vendor pursuant to, or otherwise in connection with, the making or performance of this Agreement.

V. INVOICES

A. The Vendor shall submit invoices (each, an "**Invoice**") to CRS as described in each Task Order. At CRS' request, the Vendor shall also promptly submit any supporting documentation that may be reasonably required by CRS.

B. Each Invoice shall (i) be signed by the Vendor's authorized representative; (ii) be in a format provided by CRS and (iii) contain a certification as follows:

By signing below and as a condition of receiving payment, the Vendor certifies that: (i) all information provided in this invoice is current and correct; (ii) payment of the sum claimed is due and owing under Task Order [INSERT NUMBER] (the "**Task Order**") between the Vendor and CRS issued under Framework Agreement [NUMBER] (the "**Framework Agreement**") in that the Vendor has provided the Products and Services invoiced herein in a satisfactory and timely manner; (iii) all requirements under the Task Order and Framework Agreement have been met and all provided certifications remain valid; (iv) appropriate refund will be made to CRS in the event of noncompliance with the provisions of the Task Order and Framework Agreement; and (v) detailed supporting information as CRS may require will be furnished promptly upon request.

C. Each Invoice shall be processed by CRS within the number of days specified in **Attachment 2** after the later of (i) the receipt of the Invoice and any other supporting documentation reasonably requested by CRS and (ii) the verification by CRS of the satisfactory and timely delivery of the Products and completion of the Services. CRS reserves the right to withhold the processing of the Invoice subject to CRS' verification of the satisfactory and timely delivery of the Products and completion of the Services.

D. CRS shall not be deemed to have waived any of the terms or conditions of this Agreement by failing to object to a provision in, or attached to, any document submitted by the Vendor. Any terms and conditions of any such Vendor document which conflict with, are inconsistent with or are in addition to the terms and conditions of this Agreement shall not be binding on CRS and shall be inapplicable.

VI. ACTIVITY REPORTS

A. To assist CRS in evaluating the Vendor's performance of its obligations under this Agreement, the Vendor shall submit to CRS activity reports detailing progress toward the shipment of the Products and completion of the Services, in a form acceptable by CRS, as described in **Attachment 1**.

B. CRS reserves the right to request, and the Vendor agrees to provide, additional activity reports as may be reasonably required to allow CRS to monitor the Vendor's performance of its obligations under this Agreement.

VII. WARRANTIES AND UNDERTAKINGS RELATED TO THE PRODUCTS; WORK PRODUCT

A. In addition to any warranties expressly provided elsewhere in this Agreement and the Tender Documentation and any warranties arising by operation of law, the Vendor expressly warrants to, and agrees with, CRS that:

1. each Product shall conform to the specifications, drawings, samples or other description furnished or specified by CRS, or furnished by the Vendor and accepted in writing by CRS;
2. each Product shall meet or exceed the specifications set forth in this Agreement, be free of defects in design, materials and workmanship and be of good and merchantable quality;
3. the title to each Product conveyed to CRS shall be good and marketable and free and clear of any lien, security interest, claim or other encumbrance however described; and
4. none of the Products shall infringe on any third-party patent, copyright, trade secret, trade name, trademark or service mark or other intellectual property or proprietary right however described.

B. The Vendor shall promptly repair or replace (in CRS' sole discretion) at the Vendor's cost and expense any Product in breach of any of the warranties set forth in this Agreement or any other warranty arising by operation of law. Furthermore, in the event that any Product is returned by CRS due to breach of warranty, the Vendor shall at its sole expense pay to have such Product shipped back to the Vendor regardless of the Product's current location or reimburse CRS for the costs of such return shipping (in the sole discretion of CRS).

C. Each Product replaced or repaired under warranty shall be further warranted as if it were a new Product.

D. All warranties are in addition to any other rights of CRS and shall survive delivery, inspection, acceptance, payment and termination of this Agreement. Without relieving the Vendor of any of its obligations under this Agreement, the Vendor shall assign and provide in full and without cost to CRS, all warranties from the manufacturers of the Products and all warranties from the Vendor's subcontractors and deliver all such warranties with the Products.

E. Additional warranties and undertakings related to the Products are set forth in

Attachment 1 and the respective Task Order.

F. *Title.* Title to the Products shall pass from the Vendor to CRS upon delivery of the Products in accordance with the Intcoterm specified in a particular Task Order.

G. *Work Product.* The Vendor agrees that all work related to the Services performed by the Vendor under this Agreement for CRS is a “work for hire” as defined under United States copyright law and that all such work and any intellectual property rights contained therein, including (but not limited to) data, creative works, trademarks, patents, proprietary processes and copyrights, (“**Work Product**”) is the property of CRS. All inventions and devices designed, created, developed or built by the Vendor, either alone or with others, in connection with providing the Services and Deliverables shall be the property of CRS and the Vendor shall execute such documents and assignments as may be necessary to vest the copyrights or patent rights therein in CRS. The Vendor agrees that, upon request of CRS, at the expiration of the Term, or at any earlier termination of this Agreement, the Vendor will promptly return to CRS all Work Product in the Vendor’s possession.

VIII. CODE OF CONDUCT

A. The Vendor agrees to comply with the CRS Supplier Code of Conduct set forth in **Attachment 3**.

IX. PUBLICITY

A. All public announcements or media contact relating to this Agreement by the Vendor shall be pre-approved by CRS, unless CRS shall otherwise provide in writing. The Vendor shall make such efforts as are feasible and practical to notify CRS prior to responding to unsolicited media inquiries, or, if such notice is not feasible or practical, notify CRS of any inquiry immediately thereafter.

X. CONFIDENTIAL INFORMATION

A. “**Confidential Information**” means any information (written, oral or observed) relating to CRS’: (a) donors and potential donors; (b) personal profiles of beneficiaries; (c) employees; (d) business and strategic plans; (e) finances; or (f) relationships with any governmental entity. Confidential Information also includes information specifically designated confidential by CRS or that the Vendor knows or reasonably should know is not generally known to the public. Confidential Information does not include any information that is generally known to the public or readily ascertainable from publicly available sources.

B. The Vendor understands and agrees that during the Term and thereafter, it may receive or become aware of Confidential Information. The Vendor agrees, for the Term and thereafter, to keep such information confidential, and further agrees not to communicate, divulge, disclose or otherwise use, directly or indirectly, any Confidential Information, except to the extent required for the performance of its duties under this Agreement. The Vendor shall take all reasonable measures necessary to enforce these obligations with respect to its employees.

C. The Vendor agrees that, at the expiration of the Term or at any earlier termination of this Agreement, the Vendor will promptly return to CRS all Confidential Information in the Vendor’s possession and the Vendor will not keep or retain copies of such Confidential Information in any form whatsoever.

XI. USE OF NAME AND LOGO

A. The Vendor agrees that it will not, except as expressly required by this Agreement, use any of the names, trademarks or logos of CRS or its employees in any advertisement, press release, publicity, Internet website or any other electronic or printed materials without the prior written consent of CRS.

XII. RECORD RETENTION, ACCESS AND INSPECTIONS

A. The Vendor shall keep complete and accurate financial records, supporting documents, statistical records and all other records pertinent to the Vendor's performance of its obligations under this Agreement (the "**Records**"). The Records shall be maintained in a manner that permits verification of the Vendor's compliance with its obligations under this Agreement. The Records must be retained in the possession of the Vendor for the longer of three (3) years after the later of (i) the End Date or (ii) the date of final resolution of any legal proceeding or final claim related to this Agreement.

B. CRS and its respective representatives shall have the right to monitor and inspect activities related to this Agreement. The Vendor hereby consents to any monitoring that CRS may require, including, but not limited to, site visits, periodic reviews and other monitoring activities or requirements. In addition, the Vendor shall provide right of access (the "**Right of Access**") to the Records and any other documents or papers of the Vendor which are pertinent to the Vendor's performance under this Agreement in order to make examinations, excerpts and transcripts. The Right of Access also includes timely and reasonable access to the Vendor's personnel for the purpose of interview and discussion related to such documents. The Right of Access is not limited to the Term and the Record retention period required under this Agreement and applicable law but lasts as long as the Records are retained. The Right of Access, regardless of whether exercised, does not relieve the Vendor of its obligations under this Agreement.

XIII. COMPLIANCE AND CERTIFICATIONS

A. Applicable Laws and Requirements.

1. The Vendor shall comply with all laws, regulations and orders applicable to its performance under this Agreement. The Vendor shall obtain and maintain in a timely and effective manner all licenses, permits, registrations and governmental approvals necessary to perform its obligations under this Agreement.

B. Prohibition against corruption

1. The Vendor and the Vendor's representatives shall not commit or appear to commit any corrupt (including offering, giving, receiving or soliciting anything of value to influence the actions of any public official) or fraudulent (including misrepresentation of facts to influence a procurement practice) action or practice. If the Vendor becomes aware of, or suspects, any possible fraud or corruption related to this Agreement, the Vendor must report the matter in writing immediately to CRS as described in the Supplier Code of Conduct in **Attachment 3**.

2. The Vendor represents, warrants, and covenants to CRS that the Vendor has not and will not engage in activities that violate the U.S. Foreign Corrupt Practices Act ("**FCPA**") or cause CRS to be exposed to scrutiny or liability under the FCPA. Should the Vendor become aware or have reason to know of any activities violating the FCPA, the Vendor shall immediately inform CRS in writing of such knowledge or reasonable suspicion. The Vendor hereby represents, warrants, and covenants to CRS that no ownership interest, direct or indirect, in the Vendor is held or controlled by a foreign official and agrees to inform CRS in writing if at any time during this Agreement this representation, warranty and covenant changes. If CRS believes in good faith that the Vendor has acted in any way that

may subject CRS to scrutiny or liability under the FCPA, CRS may terminate this Agreement immediately without penalty.

C. Preventing transactions with, or the provision of resources or support to, sanctioned groups and individuals

1. In the course of implementing its obligations under this Agreement, the Vendor shall not engage in transactions with, or source goods or services from, any individual or organization that is or is 50% or more owned by one or more individuals or organizations that are: (i) on the Specially Designated Nationals and Blocked Persons List (the "**SDN List**") maintained by the U.S. Treasury Department's Office of Foreign Assets Control ("**OFAC**"), (ii) located, organized or resident in a country or territory that is the subject of OFAC comprehensive economic sanctions, including, without limitation, Cuba, Iran, North Korea, Syria and the Crimea, Luhansk or Donetsk Regions of Ukraine or (iii) otherwise subject to comprehensive sanctions administered by OFAC, the United Nations, HM Treasury, the European Union or any other relevant sanctions authority, unless doing so would be otherwise permitted by a specific or general license provided by OFAC and other relevant authorities. In addition, in the course of implementing its obligations under this Agreement, the Vendor agrees to comply with any applicable export and reexport control laws and regulations, including the Export Administration Regulations maintained by the U.S. Department of Commerce.

D. Debarment, Suspension, Ineligibility and Voluntary Exclusion

1. The Vendor hereby certifies that neither it nor any of its affiliates or principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded (i) from participation in U.S. Federal assistance or acquisition programs or activities or programs or (ii) from participation in programs or activities funded by the Global Fund to Fight AIDS, Tuberculosis and Malari, an agency of the United Nations, the European Union or the Governments of Canada or the United Kingdom.

XIV. ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS

A. Representations and Warranties

1. The Vendor represents and warrants to CRS, and shall ensure that each of its sub-contractors represents and warrants, the following:

- a. The Vendor is a legal entity validly existing under the laws of the jurisdiction in which it was formed.
- b. This Agreement has been duly authorized, executed and delivered by the Vendor and constitutes a valid and legally binding obligation of the Vendor, enforceable against the Vendor in accordance with its terms.
- c. The Vendor has all the necessary power, authority and legal capacity to (i) own and operate its assets; (ii) perform its obligations hereunder and operate in the country or countries in which its obligations are to be performed and (iii) execute and deliver this Agreement.
- d. The Vendor's activities are operated in compliance with applicable law.
- e. There are no claims, investigations or proceedings in progress or pending or threatened against the Vendor which, if determined adversely, would have a material adverse effect on the capacity of the Vendor to perform its obligations under this Agreement.
- f. The Vendor has no immunity (i) from jurisdiction of any court of any jurisdiction in which it owns or leases property or assets or (ii) from jurisdiction of any court of the United States or the country or

countries in which the Vendor's obligations under this Agreement are to be substantially performed or any political subdivision thereof or (iii) from any legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property and assets or this Agreement or actions to enforce judgments in respect thereof.

- g. The Vendor represents and warrants that (i) neither it, nor its director(s) or officer(s) is designated on any list of restricted parties under relevant sanctions constraints applicable to this Agreement, including without limitation the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons, Sectoral Sanctions Identifications List or Foreign Sanctions Evaders List; Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions; the Consolidated List of Parties Subject to UK Asset-Freezing Sanctions, the Consolidated List of Persons Subject to Sanctions Under Article 5 of European Council Regulation No. 833/2014, or the Consolidated List of Persons Subject to UK-Russia Investment Sanctions, and relevant sanctions lists maintained by the United Nations Security Council (collectively, a "**Restricted Party**"), and (ii) it is not owned 50% or more, individually or collectively, or controlled by any Restricted Party.
- h. The information provided by the Vendor in the Tender Documentation is accurate and complete.

2. The representations and warranties of the Vendor made pursuant to this Agreement are given:

- a. as of the Effective Date;
- b. as of the date upon which this Agreement is signed;
- c. as of the date upon which a Task Order is signed; and
- d. as of each date upon which an Invoice is received by CRS from the Vendor.

B. Covenants

1. The Vendor covenants and agrees with CRS, and shall ensure that each of its sub-contractors covenants and agrees, the following:

- a. The person signing this Agreement or any documents related to this Agreement (including any amendments to this Agreement) will have, at the time of such signing, the authority to sign such documents.
- b. The Vendor shall immediately provide written notice to CRS of any claims, investigations or proceedings which, if determined adversely, could reasonably be expected to result in a material adverse effect on the ability of the Vendor or any of its sub-contractors to perform the Vendor's obligations under this Agreement.
- c. The Vendor shall do all things necessary to preserve, renew and keep in full force and effect its legal existence and the rights, licenses and permits which may be required to perform its obligations under this Agreement.
- d. The Vendor shall comply with applicable law when performing its obligations under this Agreement.
- e. The Products and the Services do not and shall not infringe on any third party patent, copyright, trade secret, trade name, trademark or

service mark or other intellectual property or proprietary right however described.

- f. The Vendor agrees to notify CRS promptly in the event that the representation in Section XIV.A.1.g is no longer fully accurate.

XV. PROCUREMENT

A. The Vendor shall abide by its procurement policy in conducting any procurement of goods or services under this Agreement.

XVI. INDEPENDENT CONTRACTOR STATUS

A. The Vendor agrees to perform its obligations hereunder solely as an independent contractor. The Parties to this Agreement recognize that this Agreement does not create any actual or apparent agency, partnership, joint venture, franchise or relationship of employer and employee between the Parties. The Parties expressly disclaim any agency, partnership, joint venture, franchise or relationship of employer and employee between them, agree that they are acting solely as autonomous entities hereunder and agree that the Parties have no fiduciary duty to one another or any other special or implied duties that are not expressly stated herein. The Vendor is not authorized to enter into or commit CRS to any agreements of any kind and the Vendor shall not represent itself as the agent or legal representative of CRS.

B. The Vendor shall be solely responsible for (i) its employees and agents for all aspects of the employment relationship, including, but not limited to, paying salaries, benefits, social contributions and taxes and any required disciplinary action; (ii) injuries to the Vendor's employees and agents and (iii) any injuries to others caused by the Vendor's employees and agents. The Vendor and its employees and agents shall not claim to be employees of CRS, and as a result, shall in no case claim any rights granted to CRS employees.

XVII. LIABILITY, INSURANCE AND INDEMNIFICATION

A. The Vendor shall be solely liable for the misuse, loss or theft of, or any damage to, any funds advanced under this Agreement or information provided under this Agreement (including, but not limited to, any Confidential Information), in its possession or in the possession of any of its agents, suppliers or contractors, and shall have no recourse to CRS for any such misuse, loss, theft or damage. The Vendor agrees to reimburse CRS for any such misuse, loss, theft or damage. The Vendor shall immediately notify CRS of any such misuse, loss, theft or damage and include a plan for reimbursing CRS, which shall be subject to CRS' acceptance and written approval.

B. CRS assumes no liability for any third-party claims for damages arising (i) from this Agreement or (ii) out of the acts of the Vendor or any of its agents or vendors.

C. Commencing with the Vendor's performance hereunder, and for the duration of the Term, the Vendor shall maintain in force standard insurance policies, including, but not limited to, comprehensive general liability insurance and cyber insurance, all as required by applicable law and at coverage levels that are no less than the minimum required by applicable law, and at sufficient levels reasonably calculated to cover its obligations, liabilities and indemnifications hereunder. Such policies shall be held with financially sound and reputable insurance companies authorized to do business in the place where the Vendor's obligations under this Agreement are to be performed. The Vendor shall ensure that all insurance policies required under this Agreement shall name CRS as an additional insured party, include a waiver of subrogation of the Vendor's rights against CRS to the insurance carrier and provide that CRS shall receive thirty (30) calendar days written notice

from the insurers prior to any cancellation, termination or modification of coverage. Upon CRS' request, the Vendor shall provide certificates of insurance that show that the above coverages have been procured and any exclusions under the policies and that CRS has been named an additional insured. Such policies shall not be cancelled, terminated or modified without thirty (30) calendar days advance notice to CRS. The Vendor's obligations and potential liabilities are expressly agreed and understood not to be limited by any insurance maintained or required to be maintained by the Vendor.

D. The Vendor assumes all liability for all loss, damage, cost and expense arising out of or in any way connected with the operation or performance of, or the failure to perform, any duty, obligation or activity on the part of the Vendor, its subcontractor(s), vendor(s), agent(s), director(s) or employee(s) in connection with this Agreement. The Vendor further agrees to defend, indemnify and hold harmless each of CRS, and its respective officers, agents, contractors, directors and employees, from all loss, claims, liabilities, suits, actions, proceedings, damages, cost, expense (including charges, disbursements and fees of counsel) and obligations of any kind that may be incurred by CRS or asserted against CRS, by or on behalf of any person on account of, or resulting from, arising out of or in any way connected with the operation or performance of, or failure to perform, any duty, obligation, or activity on the part of the Vendor, its subcontractor(s), vendor(s), agent(s), director(s) or employee(s) in connection with this Agreement.

XVIII. FORCE MAJEURE

A. Neither Party shall be liable in damages for any failure to perform its obligations hereunder if such delay or default is caused by conditions beyond its control, including acts of God (including flood, earthquake, hurricane or other natural disasters), terrorist activities, civil war, embargo, strike or similar events beyond the reasonable control of the Party whose performance is affected in relation to this Agreement ("**Force Majeure**").

B. The Party whose performance is prevented by Force Majeure shall, as soon as reasonably practicable, inform the other Party of the impediment and the effects thereof. As of the date of such notice, this Agreement shall be suspended. The Party whose performance is prevented by Force Majeure shall exercise its best efforts to remedy the events of the Force Majeure and shall give written notice to the other Party indicating the date of reinstatement of performance under this Agreement. If the suspension continues uninterrupted for sixty (60) calendar days, CRS may immediately terminate all or a portion of the Agreement upon prior written notice to the Vendor.

XIX. AMENDMENT

A. No amendment, change, waiver or modification of any provision of this Agreement shall be effective unless in writing and signed by duly authorized representatives of the Parties. Such written amendment, change, waiver or modification shall be strictly limited to its terms, and shall not be deemed to waive, qualify, limit or modify any other provision of this Agreement.

XX. DISPUTE RESOLUTION

A. The Parties shall seek amicably to settle all disputes arising out of or in connection with this Agreement by negotiation. If, within thirty (30) calendar days after written notice by either Party of the existence of a dispute, the Parties do not resolve such dispute, then the dispute shall be referred to the Parties' senior management for further negotiation. If the dispute has not been settled within forty-five (45) calendar days thereafter, such dispute shall be finally settled under the International Arbitration Rules of the International Centre for Dispute Resolution (ICDR) of the American Arbitration Association (AAA), in accordance with the International Bar Association's Rules of Evidence, by one or

more arbitrators appointed in accordance with the said International Arbitration Rules and the provisions of this Section. The Parties agree that if the amount of the dispute is less than \$1,000,000 or its local currency equivalent, then only one arbitrator shall preside over the proceedings. The language of the arbitration shall be English. The place of the arbitration shall be in Baltimore, Maryland, United States. The arbitrator(s) are authorized to award to the prevailing Party, if any, as determined by the arbitrator(s) its costs and expenses, including attorneys' fees, disbursements and charges.

B. The arbitrator(s) shall have the discretion to hear and determine at any stage of the arbitration any issue asserted by any Party to be dispositive of any claim or counterclaim, in whole or part, in accordance with such procedure as the arbitrator(s) may deem appropriate, and the arbitrator(s) may render an award on such issue.

C. The award shall be rendered within nine (9) months of the appointment of the arbitrator(s), unless the arbitrator(s) determine that the interest of justice requires that such limit be extended. The arbitration shall conclude and the dispute resolved by issuance of a written decision which may include, as appropriate, a monetary award, but not a penalty or punitive, consequential or exemplary damages, however described. An arbitral tribunal constituted under this Agreement may, unless consolidation would prejudice the rights of any party, consolidate an arbitration hereunder with an arbitration under related agreements if the arbitration proceedings raise common questions of law or fact. If two or more arbitral tribunals under these agreements issue consolidation orders, the order issued first shall prevail.

D. Judgment upon any award(s) rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each Party hereby waives all objection which it may have at any time to the laying of venue of any proceedings brought in such courts, waives any claim that such proceedings have been brought in an inconvenient forum and further waives the right to object with respect to such proceedings that any such court does not have jurisdiction over such Party.

E. The Parties undertake to keep confidential all awards in their arbitration, together with all materials in the proceedings created for the purpose of the arbitration and all other documents produced by another Party in the proceedings not otherwise in the public domain, save and to the extent that disclosure may be required of a Party by legal duty, to protect or pursue a legal right or to enforce or challenge an award in legal proceedings before a court or other judicial authority. Nothing in this Agreement shall prevent either Party from seeking provisional measures from any court of competent jurisdiction, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate.

F. To the extent that the Vendor has or hereafter may acquire any immunity (sovereign or otherwise) from any legal action, suit or proceeding, from jurisdiction of any court or from set-off or any legal process (whether service or notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) with respect to itself or any of its property, the Vendor hereby irrevocably waives and agrees not to plead or claim such immunity in respect of its obligations under this Agreement.

XXI. TERMINATION OR SUSPENSION

A. CRS may suspend or terminate this Agreement without penalty, in whole or in part:

1. If the Vendor is unable to carry out its obligations under this Agreement in a satisfactory or timely manner or if the Vendor fails to

- comply with or breaches any of the other material terms or conditions of this Agreement; and
2. At CRS' convenience and without fault of the Vendor.

B. The Vendor may suspend or terminate this Agreement if CRS fails to pay the Vendor in accordance with the terms of this Agreement.

C. CRS shall provide a notice of termination or suspension to the Vendor. The notice of termination or suspension issued pursuant to (A)(1) of this section shall (i) describe the breach and (ii) state CRS's intention to terminate or suspend this Agreement. If the Vendor does not cure or substantially cure the breach or regain its ability to fulfill its obligations under this Agreement no later than fifteen (15) calendar days after the date on which the notice of termination or suspension is received by the Vendor (the "**Cure Period**"), or within any longer period approved in advance by CRS in writing, then this Agreement shall terminate ten (10) calendar days after the last day of the Cure Period. Suspension or termination under (A)(2) of this section is effective thirty (30) calendar days after the date on which written notice is received by the Vendor.

D. The Vendor may suspend or terminate this Agreement under (B) of this section by giving notice to CRS. This notice shall (i) describe the failure and (ii) state the Vendor's intention to suspend or terminate this Agreement. If CRS does not cure or substantially cure the failure to pay the Vendor in accordance with the terms of this Agreement within the Cure Period, then this Agreement shall terminate ten (10) calendar days after the expiration of the Cure Period.

E. If this Agreement is terminated pursuant to this Article XXI, the Vendor will take the actions described in **Attachment 2** no later than thirty (30) calendar days after the effective date of such termination.

F. Costs incurred by the Vendor after the receipt of notice of suspension or termination are not allowable or reimbursable.

G. The initiation of suspension in accordance with this section shall not preclude subsequent termination in accordance with the terms contained herein.

H. Following the expiration or termination of this Agreement, regardless of the reason for termination, the Vendor shall diligently proceed to complete all the final requirements outlined herein or required by applicable law or regulation.

XXII. NOTICES

A. Except as otherwise specifically provided under this Agreement, all notices and other communications required or permitted hereunder to be given in writing shall be addressed as, and directed to, the person(s) set forth in **Attachment 4**. All notices and other communications shall be effective when delivered and will be considered delivered (i) when sent if personally delivered, (ii) when sent if sent by email to the correct email address or (iii) upon receipt when dispatched by courier, return receipt requested. Each Party shall have the right to change its contact person or address for notice hereunder.

XXIII. GOVERNING LAW

A. This Agreement shall be governed by, and construed under, the laws of the State of Maryland, United States (without reference to the conflicts of laws rules thereof). The Provisions of the United Nations Convention on Contracts for the International Sale of Goods are expressly excluded from this Agreement.

XXIV. ASSIGNMENT

A. The Vendor shall not transfer, assign, contract out or subaward any or all of its interest in this Agreement without the prior written consent of CRS. Any such action without the prior written consent of CRS shall be null and void.

XXV. SEVERABILITY

A. If any one or more provisions of this Agreement shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be in any way affected or impaired thereby.

XXVI. SURVIVAL

A. The rights and obligations pursuant to Section X (Confidential Information), Section XII (Record Retention, Access and Inspections), Section XVII (Liability, Insurance and Indemnification), Section XX (Dispute Resolution), Section XXIII (Governing Law) and any other provision of this Agreement that is by its nature intended to survive the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

XXVII. COUNTERPARTS

A. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. The Parties are entitled to rely on a counterpart executed and delivered electronically or by facsimile to the same extent as a counterpart with an original signature.

XXVIII. ENTIRETY OF AGREEMENT

A. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and no representations, inducements, promises or agreements, oral or otherwise, between the Parties not included herein shall be of any force or effect.

XXIX. WAIVER

A. The failure by CRS to invoke or enforce any provision of this Agreement shall in no way be considered a waiver of such provision or in any way affect the validity of this Agreement.

XXX. HEADINGS

A. Any headings in this Agreement are for convenience of reference only and are not to be taken into consideration in the interpretation hereof.

XXXI. LANGUAGE

A. This Agreement has been made in the English language and only this English language version of this Agreement is binding. Any translation of this Agreement into another language, regardless of the source of such translation, is solely for convenience of the Parties. In the event of any discrepancy between this Agreement and any such convenience translation, this English language version shall control.

XXXII. VENDOR IT SECURITY AND DATA PROTECTION

A. "***Personally Identifiable Information***" means any name, number, or other information that may be used, alone or in conjunction with any other information, to identify, distinguish, trace or assume the identity of a specific person, including any (a) names, initials, mother's maiden name, address, email address, password, account number, social security number, date of birth, official state or government issued driver's license or identification number, alien registration number, government passport number, employer or

taxpayer identification number, or any similar identification, (b) personal, financial, or healthcare information, credit card information, bank account number, credit card number or debit card number, (c) unique biometric data, such as fingerprint, voice print, retina or iris image, or other unique physical representation, (d) unique electronic identification number, address, or routing code, (e) telecommunication identifying information or access device (as defined in 18 U.S.C. §1029(e)), or (f) personal preferences, demographic data, marketing data, or any other identification data. For the avoidance of doubt, Personally Identifiable Information includes all “nonpublic personal information”, as defined under the Gramm-Leach-Bliley Act (15 U.S.C. §6801 et seq.) and “protected health information” as defined under the Health and Insurance Portability and Accountability Act of 1996 (42 U.S.C. §1320d), and “Personal Data” as that term is defined in EU Data Protection Directive (Directive 95/46/EEC) on the protection of individuals with regard to processing of personal data and the free movement of such data.

B. “**Data Breach**” means any unauthorized or unlawful processing, loss, disclosure, destruction, theft or damage of any Personally Identifiable Information in relation to which the Vendor is providing products or services under this Agreement.

C. The Vendor must take appropriate physical, technical and administrative security measures to protect Personally Identifiable Information against any Data Breach. In addition, the Vendor shall maintain a security and compliance policy that includes appropriate administrative, technical, organizational and physical safeguards, security awareness and security measures designed to protect Personally Identifiable Information from unauthorized access and use. At all times while supplying the Products and providing the Services to CRS, the Vendor shall adhere to and comply with this security and compliance policy.

D. The Vendor must notify CRS immediately if the Vendor has actual or constructive knowledge of any Data Breach and fully cooperate with CRS in investigating the Data Breach, including, without limitation, making available to CRS all relevant records, logs, files, data reporting and other materials related to the Data Breach required to comply with applicable law, regulation, industry standards or as otherwise required by CRS. In addition, the Vendor shall contain and make all reasonable efforts to remedy or reduce the impact of a Data Breach and take all steps as may be requested by CRS, including but not limited to any steps required under applicable law.

E. The Vendor represents and warrants that it will only process any Personally Identifiable Information obtained by the Vendor in connection with the performance of its obligations under this Agreement in a manner that is compliant with all applicable laws, rules and regulations governing the storage, retention, processing and any other use, including, but not limited to, the European Union’s General Data Protection Regulation (“**GDPR**”) (Regulation (EU) 2016/679), together with any extra or updating legislation that impacts the GDPR and any rules or regulations that are issued by authorities that are responsible for supervising the GDPR.

F. The Vendor agrees that, at the expiration of the Term or at any earlier termination of this Agreement, the Vendor will promptly return to CRS all Personally Identifiable Information in the Vendor’s possession and the Vendor will not keep or retain copies of such Personally Identifiable Information in any form whatsoever.

G. The Vendor agrees that, at the expiration of an individual Task Order or at any earlier termination of that Task Order, the Vendor will promptly return to CRS all Personally Identifiable Information in the Vendor’s possession related to that Task Order and

the Vendor will not keep or retain copies of such Personally Identifiable Information in any form whatsoever.

H. The Vendor's failure to comply with any of the provisions of this Section is a material breach of the Agreement and CRS may terminate the Agreement effective immediately without penalty upon written notice to the Vendor.

* * * *

[Remainder of this page intentionally left blank. Signatures follow on the next page.]

IN WITNESS WHEREOF, the Parties intending to be legally bound hereby have caused this Agreement to be properly executed by their duly authorized representatives as of the Effective Date.

**CATHOLIC RELIEF SERVICES -
UNITED STATES CONFERENCE OF
CATHOLIC BISHOPS**

[VENDOR LEGAL NAME]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Attachment 1

I. The Products

[INSERT DESCRIPTION OF THE PRODUCTS]

II. The Services

[INSERT DESCRIPTION OF THE SERVICES]

III. Form of Task Order

[CRS LETTERHEAD]

[MONTH] [DAY], [YEAR]

[LEGAL NAME OF VENDOR]
[ADDRESS]
[ADDRESS]
[ADDRESS]

Re: Task Order No. []

Ladies and Gentlemen:

This Task Order number [] is issued under, forms part of, and is subject to, the provisions of framework agreement number [] dated [MONTH] [DAY], [YEAR] entered into by and between CRS and the Vendor, as amended from time to time (as so amended, the "**Framework Agreement**"). The implementation period of this Task Order is from [MONTH] [DAY], [YEAR] to [MONTH] [DAY], [YEAR] (the "**Implementation Period**"). Capitalized terms used but not defined in this Task Order shall have the meanings given to them in the Framework Agreement.

1. CRS hereby engages the Vendor by placing the order described in **Annex A** (the "**Order**"). The Vendor hereby accepts such engagement.
2. The pricing and payment terms related to the Order are contained in **Annex B**.
3. The Vendor also acknowledges the obligation to abide by all of the applicable regulations required by [INSERT DONOR NAME], the donor providing the funding for this Task Order, as set forth in **Annex C** hereto.]
4. [Insert additional provisions as necessary]

[Remainder of this page intentionally left blank.]

If the foregoing correctly sets forth the terms of Task Order number [] issued under and forming part of the Framework Agreement, please indicate your acceptance hereof in the space provided for that purpose below.

Sincerely yours,

**CATHOLIC RELIEF SERVICES –
UNITED STATES CONFERENCE OF
CATHOLIC BISHOPS**

By: _____
Name: _____
Title: _____

CONFIRMED AND ACCEPTED, as of
the date hereof:

[VENDOR'S LEGAL NAME]

By: _____
Name: _____
Title: _____

Annex A
The Order, Shipment and Delivery

I. THE ORDER

[Insert details related to the Order]

II. SHIPMENT AND DELIVERY

[Insert details related to the Shipment and Delivery]

Annex B
Pricing and Payment Terms

I. Pricing

[INSERT PRICING INFORMATION]

II. Invoices

Frequency	[REDACTED]
Deadline for submission	[REDACTED]
Content	[REDACTED]
Accompanying Documentation	[REDACTED]

III. Other Payment Information

[INSERT]

**Annex C: Additional Clauses for the Greek Government and
Greek Ministry of Migration and Asylum**

[INSERT]

Attachment 2
Invoices and Payment Instructions

I. Invoices

Article V.C Processing Time	45 calendar days
--------------------------------	------------------

II. Section XXI.E Termination Actions

A. The Vendor will submit to CRS an Invoice in accordance with Article V for any delivered Products or completed Services that were not included on a prior Invoice.

[INSERT OTHER ACTIONS]

III. Payment Instructions
(To Be Completed by Payee or Vendor)

To ensure prompt and accurate payments, CRS needs complete and accurate payment instructions. If you have any questions while filling out this form, or if you have a special situation, please contact Global Treasury at Wires@crs.org or Accounts Payable at HQPOInvoices@crs.org for assistance. Please supply contact name and email if we have any questions when setting up your payment method.

Contact Name Email

Please select **ONE** payment method to be used when making payments under the agreement. Choose either (A) Check, (B) ACH – electronic deposit, or (C) Wire Transfer.

A) **Paper Checks** – For United States locations only:

Please supply a US mailing address

ATTENTION

PO BOX OR STREET

CITY / STATE / ZIP

----- OR -----

B) **ACH Electronic Deposit** – For electronic payments to United States banks. Please make sure to enter correct account numbers to avoid delays: **All fields are required!**

Bank Name (Must be a United States location):

Bank Branch Physical Address:

Routing or Bank Branch Number (must be nine digits):

Account Number:

----- OR -----

C) **Wire Payments to OVERSEA’S BANKS** (for **US Banks**, please use ACH method above): Required fields are mandatory; most European banks also require an IBAN (International Bank Account Number) to complete the payment.

<i>Bank Name:</i>	Required	<input type="text"/>
<i>Branch Address:</i>	Required	<input type="text"/>
<i>Account Name:</i>	Required	<input type="text"/>
<i>Account Number:</i>	Required	<input type="text"/>
<i>Account IBAN:</i>	For European Banks	<input type="text"/>
<i>Swift or BIC Code:</i>	Required	<input type="text"/>

Attachment 3 Supplier Code of Conduct

SUPPLIER / SERVICE PROVIDER CODE OF CONDUCT

[Catholic Relief Services \(CRS\)](#) has committed to the principles of responsible sourcing and we expect our suppliers and service providers to fully follow the applicable contractual obligations to include CRS terms & conditions, local and relevant/otherwise applicable laws and to adhere to internationally recognized environmental, social, and corporate governance standards. We also expect our suppliers to implement these standards with their suppliers and subcontractors, as inspired by the [United Nations Global Compact initiative](#), the [United Nations Guiding Principles and Human Rights](#), the [International Labour Organization's Declaration on Fundamental Principles and Rights at Work](#), [ETI Base Code](#), and applicable [CRS' Policies, Procedures and Standards](#).

1) SOCIAL

- Prohibit all forms of harassment, sexual harassment, [exploitation and abuse](#), including sexual exploitation and abuse, and [trafficking in persons](#).¹ All sexual activity with a child, defined as person under the age of 18 years, is considered sexual abuse regardless of local age of consent.
- Have mechanisms in place to actively prevent, address, and respond to harassment, sexual harassment, exploitation and abuse, including sexual exploitation and abuse, and trafficking in persons.
- Support the protection of internationally proclaimed human rights and prohibit forced, bonded, and involuntary labor and child labor.
- Do not recruit or employ children under the age of 15 years. Do not recruit or employ children under 18 years for work that is mentally or physically dangerous or interferes with schooling.
- Treat employees with dignity and respect and supply a workplace that is safe and hygienic, complies with national laws, and is free from discrimination on the basis of race, gender, age, religion, sexuality, culture or disability.
- Provide accessible and confidential reporting mechanisms for employees and other stakeholders to report concerns or suspicions of any forms of harassment, abuse and exploitation described above and potentially unlawful practices by management or employees.
- Commit to protecting reporters or whistleblowers from retaliation.
- Uphold the freedom of association and the right to collective bargaining as set out within applicable laws.
- Ensure wages and working hours meet national legal standards.

2) GOVERNANCE

- Abide by all applicable national and international trade laws and regulations including but not limited to antitrust, trade controls, and sanction regimes.
- Consider business integrity as the basis of business relationships.
- Prohibit all types of bribery, corruption, money laundering and terrorism financing
- Forbid gifts to private or public officials that aim to influence business decisions or otherwise encourage them to act contrary to their obligations.
- Respect the privacy and confidential information of all your employees and business partners as well as protect data and intellectual property from misuse.
- Have data protection and managements standards in place that address data collection, safeguarding, sanitation and disposal. The data owner is aware of the data provision terms and conditions and supplies consent as per [CRS Responsible Data Values and Principles](#)
- Implement a proper Compliance Management policy and procedure, which facilitate compliance with applicable laws, regulations, and standards.

¹ Refer to pages 6 and 7 of CRS' Policy on Safeguarding for further details on prohibited exploitative conduct, including procurement of commercial sex, employment practices, and relationships with beneficiaries that are exploitative or abusive.



faith. action. results.

3) ENVIRONMENT

- Follow all applicable environmental, health and safety regulations.
- Promote the safe and environmentally sound development, manufacturing, transport, use and disposal of your products.
- Ensure by using proper management policies and procedures that product quality and safety meet the applicable requirements.
- Protect your employees' and neighbors' life and health, as well as the public at large against hazards inherent in your processes and products.
- Use resources efficiently, apply energy-efficient and environmentally friendly technologies and reduce waste, as well as emissions to air, water, and soil.

Because CRS is a recipient of numerous grants or contracts provided by governmental, public, and private donors, all suppliers and service providers are hereby notified that other donor-specific compliance measures may be included in the legal instrument through which goods or services are procured.

CRS reserves the right to conduct due diligence audits or assessments to ensure your compliance and will take reasonable steps to investigate or otherwise take appropriate action to address concerns. CRS reserves the right to terminate any relationship for non-adherence to the above mention requirements.

Should you have any concerns or suspicions of any forms of harassment, abuse and exploitation described above and in CRS' Safeguarding Policy, illegal or improper conduct, CRS requires you to report through any of the following channels:

- CRS Management
- CRS Whistleblower site: <http://bit.ly/crshotline>
- Email: alert@crs.org
- Phone/Skype: 1-866-295-2632
- Mail: (mark "Confidential")
Attention: General Counsel
Catholic Relief Services
228 W. Lexington Street
Baltimore, MD 21201

Ensuring the principles of sustainable development in our supply chain is important to CRS. We hope that as our partner you show your commitment via compliance with your own code of conduct or company policies that embrace these standards.

In accepting business from CRS in the form of a purchase order, contract, or agreement, you are implicitly accepting your organization's roles and responsibilities outlined in this document.

Attachment 4
Notice Information

If to CRS:

Name:
Title:
Address:
Tel:
Email:

with a copy to (which shall not be considered notice under this Agreement):

[NAME], [TITLE], [EMAIL ADDRESS]

The Vendor shall send a copy of any notice provided under Section XX by certified or registered airmail, postage prepaid, or internationally recognized air courier to:

General Counsel
Office of General Counsel
Catholic Relief Services – USCCB
228 West Lexington Street
Baltimore, MD 21201 U.S.A.

If to the Vendor:

Name:
Title:
Address:
Tel:
Email:

with a copy to (which shall not be considered notice under this Agreement):

[NAME], [TITLE], [EMAIL ADDRESS]