**SERVICES AGREEMENT BY AND BETWEEN INTERNATIONAL RESCUE COMMITTEE, INC. AND NAME**

THIS SERVICES AGREEMENT (“Agreement”) is made and entered into as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_, by and between International Rescue Committee, Inc. (“IRC”), a New York non-profit corporation, having an address at 122 East 42nd Street, New York, NY 10017, and NAME, an STATE/COUNTRY individual/corporation/limited liability company having an address at ADDRESS (“Provider”) (hereinafter, each a “Party”, and collectively the “Parties”).

Agreement Reference: ##REFERENCE##

**WHEREAS**, IRC desires to retain the services of Provider and Provider desires to render such services to IRC, upon the terms and conditions contained herein.

**NOW, THEREFORE**, in consideration of the promises, the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. **RELATIONSHIP OF PARTIES**

The Parties agree and acknowledge that Provider is working as an independent contractor and that Provider is not and will not become an employee, partner, agent, or principal of IRC while this Agreement is in effect. Nothing herein shall be deemed to create a joint venture, partnership, or agency between the Parties and neither IRC nor Provider shall have the power to obligate or bind the other in any manner whatsoever.

1. **TERM**

Subject to the terms and provisions set forth herein, including without limitation the provisions for termination as hereinafter provided, the term of this Agreement shall begin on DATE and shall terminate on DATE unless otherwise agreed in writing by the Parties (the “Term”).

1. **SERVICES TO BE PERFORMED BY PROVIDER**
	1. Subject to the terms and provisions set forth herein, Provider agrees to perform the following services (“Scope of Work”):

DETAILED DESCRIPTION OF SERVICES TO BE PROVIDED

**NOTE TO IRC STAFF – If there are any deliverables associated with the Scope of Work, please include the following language in the description of services. Also please remember that the deadline for ALL DELIVERABLES must be AT LEAST 30 DAYS BEFORE THE END DATE OF THE TERM**

**(PLEASE DELETE THE PRECEDING BOLD TEXT PRIOR TO SIGNATURE)**

During the Term, Provider shall complete the following deliverables in accordance with the following schedule (“Deliverables”):

LIST OF DELIVERABLES

* 1. Provider agrees to use Provider’sbest efforts to (i) fulfill the duties and responsibilities set forth in this Agreement; (ii) timely perform the Scope of Work; and (iii) promptly inform IRC of any possible revision, change, modification and/or deviation from the Scope of Work or any cause which may render Provider unable to perform the Scope of Work. For purposes of clarification, any aforementioned revision, change, modification and/or deviation from the Scope of Work shall be subject to prior written approval by IRC.
	2. Provider will determine the method, details and means of performing the Scope of Work, in accordance with the terms and conditions set forth herein.
	3. Provider may, at Provider’s expense, use any employees or sub-providers as Provider deems necessary to perform the Scope of Work. IRC shall not control, direct, or supervise Provider or Provider’s employees or sub-providers, if any, in the performance of the Scope of Work. However, Provider agrees that Provider and Provider’s employees and sub-providers, if any, shall abide by and follow all established written policies of IRC related to work conduct, including, but not limited to, IRC’s code of conduct (The IRC Way: Standards for Professional Conduct (“The IRC Way”)), and IRC’s Combating Trafficking in Persons Policy, and any security policies and procedures.
	4. Upon request by IRC, Provider agrees to (i) submit a final report to IRC with respect to the Scope of Work; and (ii) provide periodic written reports to IRC with respect to the Scope of Work.
1. **OTHER EMPLOYMENT**

 IRC acknowledges that Provider, may, during the Term of this Agreement, be engaged in other business activities and may be engaged in rendering the same or similar services to other companies.

1. **INSURANCE AND BENEFITS**
	1. Provider agrees and acknowledges that as an independent contractor, Provider and Provider’s employees and sub-providers (if any)are not entitled to any of the rights or benefits afforded to IRC’s employees, including, but not limited to disability insurance, unemployment insurance, workers’ compensation, business travel accident insurance, emergency evacuation coverage, sick leave or any other employee benefit or insurance. Provider waives all rights to such benefits, including any right to file a claim for any employee benefits under any applicable federal, state or local law.
	2. Provider agrees to assume full responsibility and liability for providing, at Provider’s own expense, all applicable professional, liability, medical and other insurance (including unemployment insurance, disability insurance, and workers’ compensation) for Provider and Provider’s employees and sub-providers (if any) to perform under this Agreement.   By signing this Agreement, Provider certifies that Provider has obtained all applicable insurance coverage to perform under this Agreement.  Upon request of IRC, Provider agrees to provide evidence of any such insurance. Provider agrees to indemnify IRC for any claims, costs, losses, fees, penalties, interest, or damages suffered by IRC resulting from Provider’s failure to comply with this Article 5.
2. **TAXES**

1. IRC shall neither pay nor withhold federal, state or local income tax or payroll tax of any kind on behalf of Provider or Provider’s employees or sub-providers, if any.
2. Provider agrees to assume full responsibility and liability for any and all reporting of any Provider’s income as a result of this Agreement, and shall assume full responsibility and liability for the payment of all taxes, assessments, social security benefits and any other taxes incurred as a result of the compensation paid by IRC to Provider for services under this Agreement. Provider agrees to assume full responsibility and liability for all taxes, assessments and penalties which may be imposed on IRC in the event any agency, regulatory body or court of competent jurisdiction makes a finding, ruling, or judgment that Provider is not an independent contractor. Provider further agrees to indemnify IRC for any claims, costs, losses, fees, penalties, interest, or damages suffered by IRC resulting from Provider’s failure to comply with this Article 6.
3. **TERMS OF PAYMENT**

As full compensation for the services rendered pursuant to this Agreement, IRC shall pay Provider the total sum of AMOUNT/CURRENCY IN LETTERS (AMOUNT/CURRENCY IN DIGITS) to be paid within thirty (30) calendar days of the IRC’s receipt and approval of Provider’s invoice(s) and successful completion of the Provider’s Deliverables. Provider agrees and acknowledges that IRC reserves the right to withhold final payment until all Deliverables under the Scope of Work of this Agreement are received and approved by IRC. Provider’s invoices should be sent to NAME at EMAIL ADDRESS.

1. **BUSINESS EXPENSES**
	1. Parties agree and acknowledge that IRC shall not be liable to Provider for any expenses paid or incurred by Provider in connection with the Scope of Work, unless otherwise agreed in writing by IRC. Provider shall be solely liable and responsible for payment of any such expenses. Provider agrees to indemnify IRC for any claims, costs, losses, fees, penalties, interest, or damages suffered by IRC resulting from Provider’s failure to comply with this Article 8.
	2. Notwithstanding the foregoing, Provider must present IRC with receipts in order to be eligible for expense reimbursement (if any).
2. **CHARGE - NOTE TO IRC STAFF – IF PROVISION REMOVED, WRITE INTENTIONALL OMITTED**

Except as otherwise provided in Section 16 hereunder, in the event Provider is unable to perform the Scope of Work by, or within, the date(s) specified, Provider shall pay to IRC an interest charge of NUMBER IN LETTERS percent (NUMBER IN DIGITS%) of the total compensation to be paid to Provider per day of delay, computed from three (3) calendar days after the applicable delivery date until the related services are completed by Provider and approved by IRC, or the maximum rate legally permitted, whichever is less, (such interest charge, a “Charge”). Such Charge shall be deducted from the following Provider’s invoice, or Provider should issue a credit in the full amount of the Charge to be immediately payable to IRC by Provider.

1. **CONFIDENTIAL AND PROPRIETARY INFORMATION**

10.1 Provider understands that IRC may disclose to Provider information under this Agreement of a confidential nature including, without limitation, files, donor or beneficiary information, records, drawings, specifications, equipment, and similar items relating to operations of IRC, that (a) is clearly and conspicuously marked as “confidential” or with a similar designation; (b) is identified by IRC as confidential and/or proprietary before, during, or promptly after presentation or communication; or (c) is disclosed to Provider in a manner in which IRC reasonably communicated, or Provider should reasonably have understood under the circumstances, that the disclosure should be treated as confidential, whether or not the specific designation “confidential” or any similar designation is used (“Confidential Information”). Confidential Information shall not include information (i) previously known to Provider without an obligation of confidence owed to IRC, (ii) independently developed by or for Provider without use of or access to IRC’s Confidential Information, (iii) acquired by Provider from a third-party which is not known by Provider to be under an obligation of confidence owed to IRC with respect to such information, or (iv) which is or becomes publicly available through no breach of this Agreement by Provider.

10.2 Confidential Information shall remain the exclusive property of IRC and shall not be removed from the premises of IRC under any circumstances whatsoever without the consent of IRC. During the Term of this Agreement and anytime thereafter, except with the prior written consent of IRC, Provider shall not (a) disclose any Confidential Information of IRC other than to Provider’s officers, directors, employees, attorneys, accountants, financial advisors and contractors who are actively involved in fulfilling the obligations under this Agreement; (b) use Confidential Information, except for fulfilling the obligations under this Agreement; (c) make copies or allow others to make copies of such Confidential Information except in connection with disclosures pursuant to this Section 10.2 (a) or (b); or (d) remove or export any such Confidential Information from the country of Provider in violation of laws. Provider shall treat the Confidential Information with at least the same degree of care and protection as Provider would use with respect to Provider’s own confidential information of a similar nature, but in no event less than a reasonable standard of care.

10.3 In the following cases:

(a) once any Confidential Information is no longer required for Provider to fulfill Provider’s obligations for IRC,

(b) at the expiration or early termination of this Agreement, or

(c) whenever IRC may otherwise request in writing the return of such Confidential Information,

Provider will either destroy or render useless within thirty (30) calendar days, or deliver to IRC, all copies of any Confidential Information (whether in tangible or electronic form) of IRC provided hereunder in Provider’s possession, custody or control, except to the extent, and only for so long as required by law or needed in connection with actual or anticipated litigation or for tax or auditing purposes to maintain an archived copy thereof.

1. **PROPERTY RIGHTS OF THE PARTIES**

11.1 The Parties agree and acknowledge that IRC shall be the sole owner of all products and proceeds of the Provider’s Scope of Work under this Agreement, including, but not limited to, all materials, writings, reports, designs, models, drawings, photographs, compilations of scientific and technical data, specifications, computer data bases, software, inventions, processes, and other intellectual properties fixed in writing or other media (“Works”).

11.2 The Parties agree and acknowledge that the entire right, title, and interest throughout the world to all Works that are conceived, prepared, procured, generated, or produced, whether or not reduced by practice, by Provider, either solely or jointly with others during the course of, in connection with, or as related to the performance of this Agreement, shall be and hereby are vested and assigned by Provider to IRC.

11.3 During the course of this Agreement, Provider may create certain Works for IRC that may be copyrighted under the laws of the United States. To the extent that any such Works are created, Provider will be considered to have created a “work made for hire” for IRC as defined within the meaning of Title 17 of the United States Code or any other applicable industrial or intellectual property law. In the event that any Work created by Provider does not qualify as a “work made for hire,” Provider hereby irrevocably transfers and assigns to IRC all such intangible property rights, including any copyright, free and clear of any and all claims which Provider may now or hereafter acquire or obtain in connection with the Works.

11.4 Provider agrees to execute any and all documents as IRC may from time to time deem necessary or desirable to evidence, maintain, perfect, protect, enforce, or defend its rights, or title and interest in or to the Works and to do all other lawful acts as may be required by IRC to establish, document and protect such rights, title or interest.

11.5 Provider agrees to acquire from each of Provider’s employees, and sub-providers, if any, the necessary rights to all such Works, produced by any such employee or sub-provider (if any), in performing the Scope of Work under this Agreement.

11.6 Definitions. For purposes of this Agreement, the following capitalized terms shall have the meanings ascribed to such terms in this Section unless the context otherwise requires:

1. “Brand Features” means the trade names, trademarks, service marks, logos, domain names, and trade dress of each Party.
2. “Intellectual Property Rights” means any and all rights existing from time to time under patent law, copyright law, moral rights law, trade secret law, trademark law, whether registered or unregistered, and any and all other similar proprietary rights, as well as any and all applications, renewals, extensions, divisionals, continuations, restorations and reinstatements thereof, now or hereafter in force and effect worldwide.
	1. Brand Features.
3. Brand Features. Provider acknowledges that IRC solely owns all right, title and interest, including without limitation all Intellectual Property Rights, in and to its own Brand Features. Except to the limited extent expressly provided in this Agreement, IRC shall not grant, and Provider shall not acquire, any right, title or interest (including, without limitation, any implied license) in or to any Brand Features of IRC; and all rights not expressly granted herein are deemed withheld. All use by Provider of IRC Brand Features under this Agreement (including any goodwill associated therewith) shall inure to the benefit of IRC. Provider shall not attempt to register or have registered on Provider’s behalf Brand Features or domain names that are confusingly similar to those of IRC.
4. License to IRC Brand Features. Subject to the terms and conditions of this Agreement, IRC grants to Provider a limited, nonexclusive and nonsublicensable license during the Term to use the IRC’s name, “International Rescue Committee”, and display those IRC Brand Features expressly authorized in writing by IRC, solely for the purposes expressly set forth herein. In Provider’s use of any IRC Brand Feature, Provider agrees to adhere to any IRC’s brand treatment guidelines for use of IRC’s Brand Features provided to Provider (if any), which may be updated by IRC, from time to time upon notice to Provider. Provider acknowledges that all aforementioned uses by Provider not authorized by IRC, in writing, shall be deemed a breach of this Agreement.
5. No Implied Licenses. Nothing in this Agreement or the performance thereof, or that might otherwise be implied by law, will operate to grant Provider any right, title or interest, implied or otherwise, in or to the Intellectual Property Rights of IRC hereto, other than the rights and licenses expressly granted in this Agreement. IRC expressly reserves all Intellectual Property Rights not expressly granted hereunder.
6. **TERMINATION**
7. IRC expressly reserves its full rights during the Term of this Agreement to terminate this Agreement with or without cause, upon five (5) calendar days written notice to Provider. Notice by IRC shall be deemed given and effective in accordance with the provisions set forth in Article 14 for the delivery of Notices.
8. Upon the effective date of termination, Provider agrees to stop all work under this Agreement and take all reasonable steps to preserve and protect all Works, and promptly deliver such Works to IRC.
9. Except as otherwise provided herein, upon the termination or expiration of this Agreement, IRC shall not have any further obligation to Provider, except that Provider shall be entitled to receive any payments earned or accrued through the date of termination or expiration. Notwithstanding the foregoing, no termination or expiration of this Agreement will relieve Provider for any liability for any breach of or liability accruing under this Agreement prior to the termination or expiration thereof.
10. **LIABILITY AND INDEMNIFICATION**
11. In accordance with the terms and conditions of this Agreement, IRC shall not be liable for any acts or omissions whatsoever of Provider or Provider’s employees or sub-providers, if any.
12. Provider shall be solely liable for, and shall defend, indemnify, and hold IRC, its affiliates, and all of their respective directors, officers, employees, agents, and independent contractors (all of the foregoing entities and individuals being collectively referred to herein as the “Indemnitees”) harmless from and against any and all damages, liabilities, injuries, losses, claims, suits, judgments, costs (including reasonable attorneys’ and experts’ fees), or any other expenses for damage which may be incurred by, asserted against, or recoverable from any Indemnitee arising out of or in connection with (i) the inaccuracy, untruthfulness or breach of any of Provider’s representations, warranties, covenants or agreements in this Agreement, or (ii) the Provider’s activities or Provider’s employees’ or sub-provider’s activities (if any) under this Agreement including, but not limited to, alleged or actual violations of any applicable law or regulation or alleged or actual acts of piracy, plagiarism, copyright infringement or other improper act.
13. Limitation of Liability. IN NO EVENT SHALL IRC BE LIABLE TO PROVIDER OR PROVIDER’S AFFILIATES FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM ANY CLAIM UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL SUCH DAMAGES FROM BUSINESS INTERRUPTION, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL OR LOSS OF USE OF ANY PROPERTY OR CAPITAL, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR NEGLIGENCE, EVEN IF INFORMED OF THE POSSIBLITY OF SUCH DAMAGES.
14. **NOTICES**

All notices, requests, consents, claims, demands, waivers and other communications (“Notices”) hereunder shall be in writing and shall be given by (a) hand delivery; (b) a nationally-recognized overnight courier; (c) email (upon confirmation of receipt); or (d) certified or registered mail, return receipt requested, postage prepaid. Such Notices shall be effective upon receipt (or refusal of receipt) and must be sent to the respective Parties at the following addresses:

If to the IRC:

International Rescue Committee, Inc.

Attn: NAME

Address: 122 East 42nd Street, 12th Floor

New York, NY 10168-1289

Telephone: PHONE NUMBER

Email: EMAIL ADDRESS

If to Provider:

Name: NAME

Address: ADDRESS

ADDRESS

Telephone: PHONE NUMBER

Email: EMAIL ADDRESS

1. **REPRESENTATIONS AND WARRANTIES**

15.1 Provider’s Warranties. Provider hereby represents and warrants to IRC that:

(a) Provider is in compliance with all applicable laws, statutes and regulations including, but not limited to, export controls, import controls, customs regulations, trade embargoes and other trade sanctions and laws governing unlawful boycotts and payments to foreign government officials;

(b) Provider acknowledges that Provider is prohibited from conducting transactions with and the provision of resources and support to individuals and organizations associated with terrorism. It is the legal responsibility of Provider to ensure compliance, including compliance of Provider’s sub-contractors if any, with these prohibitions;

(c) Provider represents and warrants that neither Provider, nor any of Provider’s affiliates or subsidiaries, is engaged in the sale or manufacture of anti-personnel mines or of components utilized in the manufacture of anti-personnel mines;

(d) Provider further warrants that Provider has acquired the appropriate worker’s compensation for all Provider’s employees performing work under this Agreement. Provider certifies that Provider (1) is not disbarred, suspended or otherwise excluded from contracting with the United States federal government; and (2) has not and does not use United States federal funds to lobby a member of Congress or an officer or employee of a member of Congress in connection with obtaining any federal contract, grant or any other award.

15.2 Parties’ Representations and Warranties. Each Party represents and warrants that: (a) it has full power and authority to enter into this Agreement and to perform its obligations hereunder; (b) it has properly registered in all jurisdictions for its performance under this Agreement; and (c) it has obtained all permits, licenses, and other governmental authorizations and approvals required for its performance under this Agreement.

15.3 Compliance with Laws. This Agreement is subject to all applicable state, federal, county and municipal laws, statutes and regulations, including child labor laws. Provider shall comply with all applicable laws, statutes and regulations including, but not limited to, export controls, import controls, customs regulations, trade embargoes and other trade sanctions and laws governing unlawful boycotts and payments to foreign government officials.

1. **Force Majeure**

No Party shall lose any rights hereunder or be liable for any failure or delay in performance of any of its obligations hereunder (the “Defaulting Party”) if (i) the failure or delay is the result of an act of God (e.g., fire, flood, inclement weather, epidemic, or earthquake); acts of war or terrorism, including chemical or biological warfare; embargo; riots; insurrection or intervention of any government or authority; or any other governmental acts, orders, or restrictions; and (ii) the Defaulting Party has exercised all reasonable efforts to avoid or remedy such force majeure. The Defaulting Party must provide written notice of the force majeure event to the remaining Party within two (2) calendar days of such event. Provider acknowledges that, in the event Provider does not exercise all reasonable efforts to avoid or remedy such force majeure or written notice is not provided within two (2) calendar days of such event, any Provider’s failure to perform resulting from such force majeure shall be deemed a breach of this Agreement.

1. **Conflict of Interest; Ethical and Social Operating Standards**

17.1 Conflict of Interest.

(a) Provider hereby warrants that, to the best of Provider’s knowledge, no IRC employee, officer, consultant or other party related to the IRC has a financial interest in the Provider’s business activities.

(b) Discovery of an undisclosed conflict of interest will result in immediate termination of this Agreement and disqualification of Provider from participation in future IRC activities.

17.2 Ethical and Social Operating Standards.

(a) Provider hereby acknowledges that IRC adheres to the core values of Integrity, Service, and Accountability in all aspects of its work, including procurement. IRC employees and independent contractors are expected to behave in accordance with these values. IRC hereby requests that Provider inform an IRC supervisor or use IRC’s confidential hotline, Ethicspoint, which can be accessed at [www.ethicspoint.com](http://www.ethicspoint.com) or via toll–free phone call at (866) 654–6461 in the U.S., or collect call at (503) 352–8177 outside the U.S.

(b) Provider hereby agrees to maintain high ethical and social operating standards during the Term, including:

* + - * Working conditions and social rights: Avoidance of child labor, bondage, or forced labor; assurance of safe and reasonable working conditions; freedom of association; freedom from exploitation, abuse, and discrimination; protection of basic social rights of its employees and IRC’s beneficiaries; and prohibition of trafficking in persons. For avoidance of doubt, Provider shall not discriminate against any of IRC’s beneficiaries during the Term of this Agreement, such as, but not limited to, withholding, adversely impacting, or denying equitable access to the benefits provided through this Agreement on the basis of any factor not expressly stated in the Agreement. This includes, for example, race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, disability, age, genetic information, marital status, parental status, political affiliation, or veteran's status. Nothing in this provision is intended to limit the ability of the Provider to perform its obligations under the Agreement.
			* Environmental aspects: Provision of goods and services with the least negative impact on the environment.
			* Humanitarian neutrality: Endeavoring to ensure that activities do not render civilians more vulnerable to attack, or bring unintended advantage to any military actors or other combatants.
			* Transport and cargo: Not engaging in the illegal manufacture, supply, or transportation of weapons; not engaged in smuggling of drugs or people.
1. **Arbitration.**

 (a) In the event of a dispute arising out of or in relation to the terms of this Agreement, representatives of IRC and Provider shall meet and endeavor to settle the dispute in an amicable manner through mutual consultation. If such representatives are unable to resolve the dispute in a satisfactory manner within ten (10) calendar days’ written notice of a dispute by a Party, the dispute shall be resolved by binding arbitration at the request of either Party.

(b) Upon receipt of written notice by either Party calling for arbitration with respect to any dispute arising out of or in relation to the terms of this Agreement, such arbitration shall be conducted in accordance with the then prevailing arbitration rules of the International Chamber of Commerce Court of Arbitration.

(c) The arbitrator shall not have the right to award punitive damages or speculative damages to either Party and shall not have the power to amend this Agreement. The arbitrator shall be required to follow applicable law. A decision of the arbitrator shall be final and binding on the Parties and may be entered and enforced in any court of competent jurisdiction by either Party.

(d) The prevailing Party in any arbitration shall be awarded reasonable attorneys’ fees, expert witness costs and expenses, and all other costs and expenses incurred directly or indirectly in connection with the proceedings, unless the arbitrator for good cause determines otherwise.

1. **MISCELLANEOUS**

 19.1 *Entire Agreement.* This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the contracting of Provider by IRC, and contains all of the covenants and agreements between the Parties with respect thereto. The Parties agree and acknowledge that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either Party, except that any other written agreement dated concurrent with or after this Agreement shall be valid if it is in writing and signed by the Parties.

19.2 *Binding Effect.* This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto.

19.3 *Assignability.* IRC shall have the right to assign this Agreement to any subsidiary of IRC and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by or against said assigns. The rights, benefits and obligations of Provider under this Agreement are personal to Provider, and no such rights, benefits or obligations shall be subject to voluntary or involuntary alienation, assignment or transfer.

19.4 *Modifications.* This Agreement shall not be amended or modified except by written instrument executed by both Parties.

19.5 *Waiver.* No waiver shall be effective unless in writing, and signed by the waiving Party. The failure of either Party to insist on strict compliance with any provision hereof shall not constitute a waiver of, or estoppel against asserting, the right to require such performance in the future, nor shall a waiver or estoppel in any one instance constitute a waiver or estoppel with respect to a later breach of a similar nature or otherwise.

19.6 *Audit*. Provider will maintain complete and accurate books and records in accordance with generally accepted accounting principles in Provider’s jurisdiction, consistently applied, properly and accurately recording all payments made by Provider or Provider’s agents in performance of this Agreement or related to it, and any compensation, reimbursement, or other payment made by or on behalf of IRC to Provider or Provider’s agents. Provider will maintain a system of internal accounting controls reasonably designed to ensure that Provider maintains no off-the-book accounts and that Provider’s assets are used only in accordance with Provider’s management directives. All Provider’s books and records related to this Agreement shall be available for inspection, copying, and audit by IRC or its designee during Provider’s normal business hours on reasonable notice throughout the Term and for three (3) years thereafter. IRC’s designees may include representatives of the European Commission, the European Anti-Fraud Office, the European Court of Auditors, the Office of the United Nations High Commissioner for Refugees (“UNHCR”), the Department for International Development (“DFID”), and any and all other donor agencies that provide funding to IRC. For all contracts funded by the European Commission's Humanitarian Aid and Civil Protection department (“ECHO”) or EuropeAid grants, the European Commission shall have right of access to relevant Provider files and documents upon request

19.7 *Remedies*. The remedies accorded to the Parties by this Agreement are in addition to, and not in lieu of, all other remedies to which the Parties may be entitled at law or in equity.

19.8 *Severability.* If any provision (or portion thereof) of this Agreement shall be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect as if such invalid, void or unenforceable term had never been included.

19.9 *Survival.* The provisions of Articles 5-6, 8-11, and 13-19 shall survive expiration or termination of this Agreement.

19.10 *Ambiguities.*  Each Party has participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any Party.

19.11 *Counterparts*.  This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.  A signed copy of this Agreement delivered by facsimile, portable data format or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[*Signature page follows*]

IN WITNESS WHEREOF, the Parties to this Agreement by their duly authorized representatives have executed this Agreement as of the date first above written.

International Rescue Committee, Inc. NAME

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT I**

**SCOPE OF WORK**