

Budget Code:

FFBD3-401 (100%)

CONTRACT FOR SERVICES

This Contract is made with an effective date of 19 April 2026 (the “**Effective Date**”),

BETWEEN:

1. **THE GLOBAL ALLIANCE FOR IMPROVED NUTRITION**, having its registered office at Rue de Varembé 7, CH-1202 Geneva, Switzerland (“**GAIN**”); as the first party and
2. **BUSINESS AUTOMATION LTD**, BDBL Bhaban, Level-6, 12 Kawran Bazar, Dhaka-1215, Bangladesh (an IT-enabled service provider, referred to in this Contract as “**Service Provider**”)

(each a “**Party**” and collectively the “**Parties**”).

1. SCOPE AND DURATION

- 1.1. GAIN will appoint the Service Provider and the Service Provider has accepted the appointment to (i) Deploy and maintain the DFQT+ system in the BCC hosting environment (ii) Maintain, application management and help desk support of DFQT+ (iii) Maintain and support the existing FortifyMIS web application, (iv) Government agencies' capacity building for operation of DFQT+ including hosting (v) Assessment and VP validation on DFQT+ system
- 1.2. It is a condition precedent to this Contract for the Service Provider to provide GAIN with incorporation legal documents, trade license, VAT and Tax certification and all necessary documentation required to legally operate in Bangladesh.
- 1.3. The Service Provider shall perform the services as specified in the attached Annex 1 to this Contract (the “**Services**”).
- 1.4. The Services shall be performed between 19 April 2026 and 30 May 2027 (“**Expiry Date**”).
- 1.5. The Contract shall enter into effect as of the Effective Date and shall expire on the date when the Service Provider has completed all the obligations under this Contract, except if terminated earlier in accordance with the terms of this Contract.

2. FEES AND TAXES

- 2.1. As full consideration for the Services performed by the Service Provider in accordance with the terms and conditions of this Contract, GAIN shall pay the Service Provider: in fixed lump sum amounts as detailed and payable in accordance with the Deliverables and Fee Payment table in Annex 1
- 2.2. The fees under this Contract will not exceed USD 28,850 (Twenty-eight thousand eight hundred fifty US Dollars), any applicable taxes and bank charges.
- 2.3. The Parties agree that if the Service Provider does not perform the Services and deliverables in accordance with the terms of the Contract, GAIN may request the Service Provider to provide justifying invoices of costs and time spent. Following its review GAIN may determine, in its sole discretion, to reduce the fees payable to the Service Provider.

3. INVOICING

- 3.1. The Service Provider shall submit to GAIN an invoice in accordance with the Deliverables and Fee Payment Table in Annex 1.
- 3.2. The invoice will give details of the amount of time worked and the Services provided and attaches a

written work status report in the form attached as Annex 3 or template from service provider. GAIN will pay the fees in the invoice upon completion of the required Services to GAIN's full satisfaction within thirty (30) days of receipt of the invoice submitted in accordance with this Contract and approved in writing (including by email) by Rudaba Khondker, Country Director.

4. **COSTS AND EXPENSES**

The Service Provider shall bear its own costs and expenses incurred while providing the Services.

5. **BANK DETAILS**

All payments shall be made by GAIN to the following bank account of the Service Provider:

Name and address of Bank:	Dutch Bangla Bank PLC; Kawran Bazar Branch, Dhaka
Name of account holder:	Business Automation Ltd.
Account number:	107.110.2260
Swift Code:	DBBLBDDH107

6. **SECURITY**

- 6.1. Territory means the territory where the Services shall be performed by the Service Provider, Bangladesh.
- 6.2. Where travel is required to perform the Services, the Service Provider confirms that:
 - a) it is willing to travel to the Territory and accepts the risks (if any) involved in travelling to performing the Services; and
 - b) it has obtained and reviewed (and will continue to review on an ongoing basis throughout the duration of the Contract) up to date security advice in relation to the Territory; and
 - c) it will comply with GAIN's Security Policy and will act in accordance with security instructions provided by GAIN; and
 - d) it has received all the appropriate security information referred to in the GAIN Security Policy related to the Territory.
- 6.3. If during the provision of the Services, a threat to the health, safety or security of the Service Provider arises in the Territory, GAIN may require the Service Provider to leave immediately the Territory for a secure destination and/or to suspend the Services. The Service Provider hereby agrees to comply with any indications provided by GAIN.
- 6.4. If GAIN determines that the Service Provider has breached the terms of this Clause or any policies related to security, GAIN may terminate the Contract with immediate effect. In the circumstances described above, GAIN's insurance shall become void. If GAIN determines that the Service Provider or its personnel have willingly endangered the wellbeing of GAIN or its staff, GAIN reserves the right to refer the matter for dispute resolution in accordance with the terms of this Contract.

7. **CODE OF CONDUCT**

GAIN requires the Service Provider to read and adhere to the overarching principles of the Code of Conduct (the "**Code**") in so far as the same are relevant and applicable to independent contractors and to promote the values and standards laid down in the Code when providing the Services to GAIN. The Code is available on the GAIN website.

8. **GENERAL CONDITIONS**


- 8.1. This Contract is subject to Annex 2 which forms, together with all attached Annexes, an integral part of this Contract.
- 8.2. This Contract constitutes a contract for the provision of services and not a contract of employment. Accordingly, the Service Provider shall pay as requested by its country of domicile and/or activity, any social security, taxes, and other contributions which arises out of the performance of this Contract. The Service provider shall provide GAIN upon request evidence of its registration with the competent tax

and social security services and evidence of payment.

- 8.3. The Service Provider shall be fully responsible for and shall indemnify GAIN for and in respect of any tax, social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, where the recovery is not prohibited by law. The Service Provider shall further indemnify GAIN against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by GAIN in connection with or in consequence of any such liability, deduction, contribution, assessment or claim.
- 8.4. GAIN may at its own discretion satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Service Provider.

IN WITNESS WHEREOF, the Parties have executed this Contract.

On behalf of **Business Automation Ltd.**

Signed by:

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Name: Md. Khairul Islam
Title: AVP & Head of Business Development
Date: 4/23/2026

On behalf of **GAIN**

Name: Dr. Rudaba Khondker
Title: Country Director, GAIN Bangladesh
Date:

ANNEX 1

THE SERVICES

I. BACKGROUND AND OBJECTIVE

As part of the project “Fortification of Edible Oil in Bangladesh, Phase III”, FortifyMIS was introduced. It is a management information system used by the government for the monitoring and inspection of edible oil production and fortification data from the refineries. It is used by the Bangladesh Standards and Testing Institution (BSTI) personnel for the regular management of the monitoring and inspection data and information as per the Bangladesh Standards (BDS) and other compliance indicators. Before FortifyMIS was introduced, all the reports were generated manually, and the sample data was only found in paper documents and there was no digital backup. To provide a better solution for effective collection, storage, and use of data, in 2017 FortifyMIS was shared with the Ministry of Industries and BSTI. After developing the FortifyMIS system, it was launched for piloting and training was provided to the BSTI team thereafter. After several inspection visits, trial runs, and technical support for the system, in December 2019, FortifyMIS was handed over to the BSTI team for country ownership. BSTI has been using the system which need maintenance and user support (level one) to keep the system up and running.

The Digital Fortification Quality Traceability (DFQT+) system spans the entire fortification value chain for fortification and includes the participation of stakeholders across sectors, including micronutrient suppliers, the private sector (oil producers) and government regulatory agencies. The DFQT+ project will be establishing a digital solution that enables refineries to produce accurate and traceable data on food fortification quality, focusing on the “Fortification of Edible Oil with Vitamin A” within factories and transmit the data digitally to government regulators, especially to Bangladesh Standards and Testing Institution (BSTI) under the Ministry of Industries (MoInd).

DFQT+ system is hosted on the cloud hosting environment of the National Data Center (NDC), Bangladesh Computer Council (“BCC”). The contract for hosting services is between MoInd and BCC. The Service Provider will be responsible for deploying the DFQT+ system and maintaining the BCC hosting environment, complying with the rules and regulations of the BCC and aligning with the requirements from the DFQT+ central development team. The Service Provider will build the capacity of government agencies for sustainable and cost-effective implementation of DFQT+.

II. THE SERVICES

1. Scope of work

The Service Provider shall (i) Deploy and maintain the DFQT+ system in the BCC hosting environment (ii) Maintain, application management and help desk support of DFQT+ (iii) Maintain and support the existing FortifyMIS web application, (iv) Government agencies' capacity building for operation of DFQT+ including hosting (v) Assessment and VP validation on DFQT+ system

1. Deploy and maintain the DFQT+ system in the BCC hosting environment

- a) The Service Provider will collaborate with the DFQT+ Central Development Team to review and validate the existing DFQT+ deployment in the BCC environment. The work will focus on maintaining the current Kubernetes setup, verifying environment functionality, and implementing minor code fixes and configuration updates to ensure the system remains stable and operational.
- b) Ensure system availability, stability, and performance in accordance with the SLA targets described in Section 2 - Service Level Agreement.
- c) Conduct routine system health checks, log monitoring, and performance reviews
- d) Maintain infrastructure-level security including OS patching, network security controls, secrets and SSL certificate management, and monitoring
- e) Manage backups and operate tested recovery procedures, including periodic validation of restore processes
- f) Manage scheduled maintenance windows and communicate planned downtime to users and GAIN with reasonable advance notice
- g) Provision and maintain servers and apply OS and infrastructure-level patches

2. Maintenance, application management, and help desk support of DFQT+

- a) Local help desk support team: First responder to the user incidents/needs for Bangladesh, as a direct contact. Operated by the service provider.
- b) Help desk support team shall review issues faced by users.
- c) If a bug is identified, the steps will be: 1) Add to a tracker 2) Triage and prioritize 3) Assign to developer 4) Quality check after analysis and implement fix by global developers 5) Deploy fix into production 6) Monitor issue resolve 7) Update Requestor 8) Document and close bug
- d) If a change request (CR) or new demand (ND) is identified, the steps will be: 1) Coordinate GAIN Country team 2) Demand management 3) Triage and prioritize 4) Assign to developer 5) Quality check after analysis and implement CR/ND by global developers 6) Deploy CR/ND into production 7) Monitor issue resolve 8) Update Requestor 9) Document and close
- e) Coordinate and implement deployment of centrally released updates and patches from Central Provider into the local Production instance, in a timely manner and without creating codebase divergence.
- f) Local application support/system admin: Local maintenance of the DFQT+ system for Bangladesh including User Management and Participant Management.
- g) Global team will onboard service providers to the new release of DFQT+ and provide training on bug fixes, change requests, and new feature requests included in this release.
- h) Service provider will conduct training for DFQT+ Bangladesh users, including training material development, system onboarding, demonstration sessions, and capacity-building for users at various levels through both in-person and online modalities. Service provider will coordinate with GAIN, BSTI and refineries to book their training venue, arrange logistics, food and travel allowances for training. GAIN country team, BSTI, Molnd, and the central development team will provide technical support to facilitate the training.
- i) Collect feedback from users on the DFQT+ system, share, and coordinate and collaborate with the GAIN project team and the development team. The service provider will iterate step 3 or 4 where needed.
- j) Data Quality and Integrity Support: i) Support users in identifying and correcting data errors and inconsistencies and support bulk data entry in DFQT+ ii) Generate periodic data quality and exception reports iii) Flag suspicious or invalid data patterns to GAIN's focal point iv) Support regulatory stakeholders in data verification processes v) Maintain corrective action records.
- k) Documentation and Knowledge Management: Maintain up-to-date technical documentation on the Bangladesh instance throughout the contract term, including:
 - i. Infrastructure map
 - ii. Local deployment guide
 - iii. Current configuration settings and historical record
 - iv. Operation runbooks
 - v. Incident and change log

3. Maintain and support the existing FortifyMIS web application

- a) Server and hosting management service [to be hosted on AWS]
- b) Application & application code
- c) Operation and Database maintenance
- d) Middleware as well as the platform where the application runs on (SaaS)
- e) Responsibility to secure the data, platform and application
- f) Helpdesk to support
- g) Regular Bug fixing /security patching of application / Platform, Database, and Middleware.
- h) At least a daily backup and archiving of the data whenever necessary
- i) Any downtime shall be minimized. Any planned downtime needs to be agreed with GAIN and any unplanned downtime shall be resolved within a maximum of 8 hour.

4. Government agencies' capacity building for operation of DFQT+ including hosting

- a) To conduct Training of Trainers (ToT) for BSTI and Molnd IT teams on DFQT+.
- b) To assess capacity gaps and logistics requirement for Molnd/BSTI IT team for DFQT+ system management and hosting.
- c) Initial DFQT+ server setup at the government office at Dhaka.
- d) To build capacity of BSTI and Molnd IT teams to independently manage and support DFQT+ operations, including hosting, video materials.

5. Assessment and VP validation on DFQT+ system

- a) To assess support (resources) from the government for DFQT+ implementation.

- b) To assess user (refineries and government) willingness-to-pay, Value Proposition (VP), and affordability levels and refine go-to-market strategy for scale-up by DFQT+ consultant.

2. Service Level Agreement

Production Environment Availability

- **Target: 99.9%** monthly, excluding approved maintenance windows communicated to users and GAIN with a minimum of 48 hours advance notice. Emergency maintenance shall be communicated as soon as practicable.
- In the event of unplanned downtime exceeding 30 minutes during business hours, BA Limited shall notify GAIN's designated focal point and provide an estimated restoration time within one hour of the incident start. A written incident summary shall be submitted to GAIN within two business days of resolution.
- Planned maintenance: communicated to users and GAIN with reasonable advance notice
- Backups: automated daily backups with documented RPO and RTO targets
- Recovery: periodic restore procedure testing with results documented and available to GAIN

Support SLA — Severity Model

Severity	Definition	Acknowledgment	Workaround / Restore	Full Resolution
Blocker	Production fully unavailable during business hours; confirmed critical security incident	Within 30 minutes during business hours	Within 4 hours	Within 1 business day ; post-incident report within 2 business days
Critical	Major functionality degraded for most users, no practical workaround; service accessible but key workflow broken	Within 2 hours during business hours	Within 1 business day	Within 3 business days
Major	Non-critical defect with available workaround; significant but isolated impact	Within 1 business day	Within 3 business days	Within 5 business days or next maintenance window

Minor	Cosmetic issue, minor request, or single-user anomaly	Within 2 business days	Not required	Per agreed schedule and backlog prioritization
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Support Coverage: A minimum of full coverage during Bangladesh business hours (Sunday–Thursday, 09:00–17:00) is required. Including an on-call approach for Blocker incidents occurring outside standard hours, given the potential for time-sensitive regulatory activities.

Escalation to Central IT (L2)

Where a Blocker or Critical incident is determined to originate from a defect in the central codebase rather than local infrastructure, Vendor shall escalate to Central Provider immediately using the escalation protocol defined in Section 1.b.3). The clock on Vendor's resolution targets pauses from the point of a documented L2 escalation and resumes upon receipt of a central fix or patch from Central Provider. Vendor remains responsible for communicating status updates to GAIN and users throughout.

3. Limitations of Responsibilities

The Local IT Service Provider shall not:

- Modify or redesign the core DFQT+ codebase
- Implement changes affecting other country instances without GAIN's prior written approval
- Make direct database modifications outside the Admin Console without GAIN's prior written approval
- Define global data standards or platform-wide policies
- Own or claim intellectual property rights to the DFQT+ system or any component of it
- Represent GAIN or the DFQT+ programme publicly without prior written approval from GAIN

4. Responsibility Matrix

Activity / Responsibility	GAIN	Central IT Service Provider	Local IT Service Provider (Vendor)
Business requirements	Owens scoping and prioritization	Advises on feasibility and effort	Advises based on local context and user needs
Central environments (Dev/Test & Demo)	Is informed on status and risks	Owens hosting, monitoring, and availability	May use Demo for UAT and training
Bangladesh Production environment	Is informed at governance level	Is informed; provides guidance on central changes	Owens hosting, monitoring, SLA, and day-to-day operations

Activity / Responsibility	GAIN	Central IT Service Provider	Local IT Service Provider (Vendor)
L1 user support and helpdesk	Is informed via reports	Is informed	Owns L1 support and incident response for in-country users
L2 technical support (code, architecture)	Is informed	Owns L2 support for all local providers	Submits escalation tickets per defined protocol
Infrastructure Hosting and Maintenance	BCC, or other contracted cloud hosting provider		
Security design (central platform)	Supports	Owns	Implements local infrastructure-level controls
Change and releases	Participates in key decisions	Owns central change management and release packaging	Supports adoption; executes upgrades in Production
Documentation (platform-level)	Reviews and approves	Owns and maintains	Is informed; adapts for local training materials
Training	Defines needs and priorities	Delivers training to GAIN and local providers	Delivers training to in-country users and participants
Feature development and UAT	Reviews and approves	Designs and builds	Provides testing and feedback when requested by GAIN
Scaling and outlook	Sets strategic direction	Prepares recommendations	Provides local feedback and demand data

5. GAIN Access Rights

Under normal operations, GAIN does not require administrative access to the Bangladesh Production instance. Vendor retains full operational ownership and responsibility for the instance throughout the contract term.

However, GAIN reserves the right to request and receive prompt access to the Bangladesh Production instance, including the hosting environment, database, system logs, and monitoring tooling, in any of the following circumstances:

1. (a) Material SLA breach: Vendor fails to meet the Production environment availability target or support response obligations for two or more consecutive months, or a single Blocker incident remains unresolved beyond the defined resolution target without an accepted remediation plan
2. (b) Security incident: A confirmed or suspected security breach, unauthorized data access, or critical vulnerability is identified affecting the Bangladesh Production instance
3. (c) Data integrity concern: GAIN or a government partner identifies a significant data quality or integrity issue that Vendor has been unable to resolve within a reasonable period
4. (d) Contract termination or non-renewal: Either party gives notice of termination or GAIN elects not to renew, triggering a formal transition period
5. (e) Force majeure or business continuity failure: Vendor is unable to perform its obligations due to circumstances beyond its control for a continuous period exceeding five (5) business days

Upon the occurrence of any of the above, Vendor shall grant GAIN or GAIN's designated representative access within two (2) business days of written request, and shall cooperate fully with any transition, audit, or remediation activities.

6. Handover obligations

In the event of contract termination or non-renewal for any reason, Vendor shall:

- a) Provide GAIN with full administrative access to the Bangladesh Production instance and all related infrastructure within two (2) business days of notice
- b) Deliver a transition package within ten (10) business days, including: infrastructure documentation, access credentials, backup files, configuration records, incident history, and user account data
- c) Remain available to support a transition period of up to four (4) weeks to GAIN's designated successor provider or representative
- d) Not delete, modify, or restrict access to any system data, configurations, or credentials during or after the transition period without GAIN's prior written consent

III. PAYMENTS

(i) Payment schedule: it is to be read in conjunction with the workplan under section (iii) below

Deliverables	Fee Payable (if applicable)
1. Signature of the Agreement by the Parties	USD 11,540 (Eleven thousand five hundred and forty US Dollars) *
2. The ToT training of DFQT+ and shared the activity report, including participants' feedback completed and shared	USD 8,655 (Eight thousand six hundred and fifty-five US Dollars)
3. Assessment report on capacity gaps and logistics requirements for DFQT+ hosting completed and shared	
4. Assessment report on analysis support (resources) from the government for DFQT+ implementation completed and shared	
5. Initial DFQT+ server setup completed and shared	USD 8,655 (Eight thousand six hundred and fifty-five US Dollars)
6. Capacity building training on DFQT+ hosting and maintaining the server, and shared the activity report, including participants' feedback, completed and shared	
7. Assessment report on DFQT+ user (refineries and government) willingness-to-pay, Value Proposition (VP), and affordability levels and refine the go-to-market strategy for scale-up, completed and shared	
8. The submission of the monthly activity reports by the end of each month is a condition precedent for the disbursement of the fees.	

**This first payment is a down payment for the activities to be performed and shall be reimbursed by the Partner if any of the subsequent Deliverables are not provided and /or if the following activities are not performed.*

(ii) Written work reports:

Together with each invoice, the Service Provider shall provide Dr. Rudaba Khondker, Country Director, GAIN Bangladesh with a written work status report using the template attached as Annex 3 , or as per services provider's template, detailing the Services completed, the progress made on the Services to be delivered, the meetings held and their outcome and the number of days spent per Service.

(iii) Workplan

Serial no.	Task	Deliverables	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27
1	Signature of the Contract for Services Agreement by the Parties	Contract for Services Agreement signed off.														
2	Maintain the DFQT+ system in the hosting environment, including DFQT+ version update	Monthly update shared														
3	To conduct Training of Trainers (ToT) for BSTI and MoInd IT teams on DFQT+.	The ToT training of DFQT+ is facilitated by 3 trainers, and shared the activity report, including participants' feedback completed and shared														
4	To establish a helpdesk or support mechanism for DFQT+ users (refinery, BSTI, MoInd), including DFQT+ data entry/Bulk data entry (on behalf of refinery, BSTI), data gap check and follow up for data entry, online training, bug & feedback received and coordinate with DFQT+ development team to address feedback & bug.	Need-based support, coordinate with GAIN, and update shared.														
5	FortifyMIS: Maintain hosting, user support, data entry & follow up, UAT, bug fixing for continuation of FortifyMIS	Need-based support and update sharing.														
6	FortifyMIS: UAT, bug fixing for continuation of FortifyMIS	Need-based support.														
7	To assess capacity gaps and logistics requirement for MoInd/BSTI IT team for DFQT+ system management and hosting.	Document capacity gaps and workplan for capacity building including DFQT+ server setup requirements shared.														

Serial no.	Task	Deliverables	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27
8	Initial DFQT+ server setup at the government office at Dhaka.	DFQT+ server setup at the government office completed and shared.														
9	To build capacity of BSTI and Molnd IT teams to independently manage and support DFQT+ operations, including hosting, video materials.	The capacity building training is facilitated by 2 trainers, and shared the activity report, including participants' feedback completed and shared														
10	To assess support (resources) from the government for DFQT+ implementation.	Assessment tools developed with GAIN, Analysis and report sharing.														
11	To assess user (refineries and government) willingness-to-pay, Value Proposition (VP), and affordability levels and refine go-to-market strategy for scale-up by DFQT+ consultant.	Assessment tools developed with GAIN, Analysis and report sharing.														

ANNEX 2

GAIN GENERAL TERMS AND CONDITIONS FOR SERVICES CONTRACTS

1. RESPONSIBILITIES AND OBLIGATIONS OF THE SERVICE PROVIDER

1.1. The Service Provider shall:

- (a) perform the Services with all due care, skill and diligence, in compliance with the agreed delivery deadlines and in accordance with the practices and professional standards used by internationally recognised industry leaders performing services similar to the Services;
- (b) efficiently use the resources or services necessary to provide the Services, and shall use its reasonable efforts to perform the Services in the most cost effective manner consistent with the required level of quality and performance; use its best endeavours to promote the interests of GAIN. Subject to receiving GAIN's prior written consent the Service Provider shall (i) promote GAIN's involvement in all promotional and marketing materials whether hard copy, electronic, online and commercial (broadcast) and (ii) use GAIN's logo in the same size and position as the Service Provider's logo/name;
- (c) not subcontract all or any part of the work or the Services to any third party without GAIN's prior written approval. If subcontracting is approved by GAIN, the Service Provider shall remain responsible for the conduct of its sub-contractors;
- (d) immediately notify GAIN in writing of any exceptional situation arising during the Contract which may delay or endanger the timely and proper performance of the Services.

1.2. If the Services are not satisfactorily completed (and, where applicable, delivered) or not delivered within the deadlines fixed in the Contract, GAIN may specify an additional period within which the Services must be remedied and be performed to GAIN's full satisfaction. Without limiting Clause 11.3 below, if the Services have not been remedied within the fixed date or are still not satisfactorily performed within any additional period granted by GAIN, GAIN may terminate the Contract with immediate effect, without prejudice to any claim by GAIN for damages or other remedies.

2. REMUNERATION AND REPORTS

2.1. The Service Provider shall be paid the fees as described in the Contract in return for satisfactory completion of all of its obligations under the Contract and acknowledges that no further fees or compensation other than those provided for in this Contract are due or may become due to the Service Provider in respect of the performance of its obligations.

2.2. The Service Provider shall provide the reports stated in the Contract. GAIN reserves the right to request any other report, progress, financial statement or other documentation, which may be reasonably required to evidence satisfactory performance of the Contract.

3. INSURANCES

3.1. The Service Provider is fully responsible to contract appropriate insurances covering accident and illness, social schemes and taxes that may be required for himself/herself or his/her staff and/or associates according to applicable national law and good business practice.

3.2. The Service Provider shall purchase professional liability insurance and general liability insurance appropriate to cover all risks and contingencies in relation to the Contract.

3.3. Upon GAIN's request, the Service Provider shall provide to GAIN copies of the relevant insurance policies obtained by the Service Provider.

3.4. If the Service Provider is an individual performing work in Switzerland for a period of more than three (3) consecutive months, either self-employed or engaged to perform work in Switzerland, it is a condition of this Contract that the Service Provider provides to GAIN an up-to-date certificate from the AVS Compensation office or from the compensation office of his/her country of residence prior to the execution of this Contract (or at such other time as requested by GAIN), confirming that the Service Provider is currently contributing to the AVS or the respective corresponding contribution in his/her country of residence. By signing this Contract, the Service Provider warrants and represents that he/she is paying and will continue to pay all AVS contributions due and payable by the Service Provider at any time.

4. INTELLECTUAL PROPERTY RIGHTS AND GLOBAL ACCESS

- 4.1. The reports produced by the Service Provider and all other products of the Services provided by the Service Provider and any data or information prepared or produced as a result of this Contract, including rights of use and of exploitation, as well as intellectual property rights, including copyright, is the sole property of GAIN (hereinafter the “**Intellectual Property Rights**”). The Service Provider recognises that the Intellectual Property Rights include without limitation copyright and any other rights in written material (hard copy or electronic), sound and video recordings (including but not limited to films, maps, photography) as well as patents and other rights in inventions, and that the said rights enable GAIN to control all publications, publicity material and other means of exploitation of the Intellectual Property Rights.
- 4.2. During the course of the Contract and the Service Provider’s performance of the Services, the Service Provider may have access to or GAIN may provide the Service Provider with information and material (including without limitation Confidential Information and data collected by third parties) gathered or prepared by or for GAIN or generated in respect of GAIN programs including GAIN-funded projects. The Service Provider acknowledges and agrees that such information and material is and remains the exclusive property (or under the control) of GAIN and may include information that is confidential to GAIN, and the Service Provider shall not use such information or material except in the performance of the Services and with the prior written consent of GAIN. The Service Provider acknowledges that reference to “**Intellectual Property Rights**” includes all rights in the information and material referred to in this Clause 4.2.
- 4.3. In furtherance of its charitable purposes and in the spirit of encouraging public dissemination of information and knowledge and global access to research and newly developed products within developing countries of the world, GAIN reserves the right to freely publish, disseminate, distribute or authorise a third Party to disseminate, distribute or publish the data and/or results of the Services or any research, information, knowhow or material prepared or produced as a result of this Contract and/or derived from the Services. The Service Provider shall provide GAIN with full access to the data (including raw data) and/or the results of the Services or any information, know-how or material prepared or produced as a result of this Contract and/or deriving from the Services.
- 4.4. GAIN reserves the right to revise the work part of the Services, in part or in whole, after consultation with the Service Provider, to use the said work in a different way from that originally envisaged, or not to publish or use the work.
- 4.5. The Service Provider shall perform its responsibilities under this Contract in a manner that does not infringe, or constitute an infringement or misappropriation of the Intellectual Property Rights or proprietary rights of any third party;
- 4.6. The Service Provider shall comply with the Swiss Copyright Act and standardized citation and referencing style, e.g., Vancouver, as a minimum standard when performing the Services. This includes but is not limited to the obligation of the Service Provider of adequately quoting pre-existing published material by indicating full details of all sources and the author(s) when using it in any way whatsoever in the work to be produced under this Contract. GAIN reserves the right to screen the work provided by the Service Provider through a plagiarism detection tool, and to request additional source information at any time prior to disbursement.
- 4.7. Without limiting Clauses 8.1 and 11, and without prejudice of any other rights and remedies available at law, GAIN may withhold payment in part or in full if plagiarism is detected and/or queries related to sources and citations are not adequately resolved to GAIN’s full satisfaction.
- 4.8. The Service Provider agrees to hold harmless, indemnify and defend GAIN from and against any and all claims, damages, costs, and expenses (including reasonable attorneys’ fees) and pay the amount of any adverse final judgment (or settlement to) arising out of or related to any breach by the Service Provider of the Intellectual Property Rights or intellectual property rights of third Parties, provided the Service Provider is notified in writing of any claim.
- 4.9. At the express request of the Service Provider, the Service Provider’s participation can be mentioned by GAIN. In addition, GAIN may, pursuant to a separate written agreement, authorize the Service Provider to use and/or exploit the Intellectual Property Rights, in part or in whole, either free of charge or against remuneration.

5. CONFIDENTIALITY AND PUBLIC ANNOUNCEMENT

- 5.1. Each Party shall keep confidential all information and documentation relating to the projects, strategies, activities, programs, business, financial or corporate affairs, trade secrets, know-how, research or studies

of the other Party to which it may gain access during, or as a result of, the implementation and execution of the Contract ("**Confidential Information**"). Accordingly, the receiving Party shall not use or disclose such information for any purpose other than the performance of its obligations under the Contract (unless otherwise agreed by the disclosing Party), nor shall the receiving Party at any time use such information or documentation to its private advantage. The Parties shall ensure that each of its employees and/or other persons and entities having access to such information shall be made aware of, and be bound by, the obligations of confidentiality under this Clause 5.1.

- 5.2. However, there shall be no obligation of confidentiality or restriction on use, where the receiving Party is clearly able to demonstrate that such information and/or documentation: (i) is publicly available, or becomes publicly available, otherwise than by any action or omission of the receiving Party, or (ii) was already known to the receiving Party (as evidenced by its written records) prior to becoming known to the receiving Party in the implementation and execution of this contract; or (iii) was received by the receiving Party from a third Party not in breach of an obligation of confidentiality; or (iv) was independently developed by or for the receiving Party; or (v) was required to be disclosed by law.
- 5.3. Nothing contained in this Contract shall be construed as granting or conferring any rights by licence or otherwise in any Confidential Information disclosed to or in any confidential rights related thereto. Neither Party makes any representations or warranties in respect to any Confidential Information provided under this Contract.
- 5.4. Neither Party shall advertise or publicize its association with the other Party under this Contract, nor shall the name, emblem, or logo of either Party be used, published or otherwise exploited without the prior written approval of the relevant other Party.
- 5.5. Any communication or public announcement relating to the Contract whether to the media or in any other public form (including without limitation press, radio, television, cinema, Internet) shall be subject to prior written approval of GAIN.
- 5.6. The provisions described above shall survive the expiry or earlier termination of the Contract. Any breach of this Clause 5 by breaching Party may incur immediate termination of this Contract, without prejudice to any other remedies.

6. **DATA PROTECTION**

- 6.1. For the purposes of this Clause 6, "**Data Protection Legislation**" means the Swiss Data Protection Act and whenever applicable the EU General Data Protection Regulation 2016/679, together with all other applicable legislation relating to privacy or data protection and including any statute or statutory provision which amends, extends, consolidates or replaces the same. The terms "personal data", "controller", and "process" (and its derivatives) shall have the meanings given to them in the Data Protection Legislation.
- 6.2. During the term of the Contract, the Service Provider may have access to personal data in respect of which GAIN is a controller ("**Personal Data**"), in which case the Service Provider shall ensure that it complies with the Data Protection Legislation and any specific instruction notified by GAIN from time to time.
- 6.3. The Service Provider shall use appropriate technical and organisational measures to protect the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access ("Data breach").
- 6.4. If there is an actual or suspected Data Breach related to the Personal Data, the Service Provider shall notify GAIN immediately and in any event, within two days of becoming aware of any suspected or actual Data Breach.
- 6.5. The Service Provider shall not cause GAIN to breach any of its obligations under the Data Protection Legislation. In the event that the Services Provider breaches an obligation set out in this clause 6, the Service Provider shall indemnify and hold GAIN harmless from and against all claims, losses, and/or damages resulting from any breach of this clause 6.

7. **REPRESENTATIONS AND WARRANTIES**

The Service Provider represents and warrants that:

- (a) The Service Provider has the full right, power and authority to enter into this Contract and to perform its obligations under this Contract and has not entered into any arrangement which in any way

conflicts with this Contract or inhibits, restricts or impairs its ability to perform its obligations under this Contract.

- (b) The execution of this Contract and the performance of the Service Provider's obligations do not and will not violate any agreement to which the Service Provider is a Party or by which it is bound.
- (c) This Contract has been executed by the Service Provider's duly authorised representative.
- (d) The Service Provider will not use GAIN's name and logo in a manner that is harmful to the reputation of GAIN or otherwise affects the ownership of GAIN's intellectual property rights.
- (e) The Service Provider has not violated and will not violate any acts, laws, by-laws, rules and regulations applicable to the provisions and the procurement of the project.
- (f) All materials used by the Service Provider shall comply with all applicable laws and governmental rules and regulations.

8. LIABILITIES AND INDEMNITIES

- 8.1. The Service Provider shall fully indemnify and hold harmless GAIN or GAIN's authorized agent (if any) from and against any and all losses, damages, costs, expenses, liabilities, claims, suits, actions, judgments, costs and any other expenses whatsoever, (including reasonable legal and attorney fees) arising out of, or in any way connected with (i) acts or omissions of the Service Provider in relation to this Contract (ii) use of the Intellectual Property Rights or other intellectual property (iii) loss of or damage to property, personal injury, or death caused by the act, error or omission of the Service Provider or under the Service Provider's responsibility and (iv) any breach of this Contract by the Service Provider.
- 8.2. The Service Provider accepts full liability for any and all damages caused in relation to this Contract as a result of its action or omission and releases GAIN from any responsibility for any and all damages related to any of its obligations, warranties or other provisions as provided under this Contract, unless such damages are proven to be attributable to the gross negligence or wilful acts or omissions of GAIN.
- 8.3. GAIN shall be responsible only for performing the obligations specifically set forth in this Contract. Except for those obligations, GAIN shall have no liability to the Service Provider, or any other person or entity as a result of this Contract. The Service Provider agrees that GAIN has no liability with respect to any accident to any person causing injury or death or any loss or damage to any person or property arising out of the Service Provider's activities under this Contract or with respect to any other insurance coverage for any person which may be necessary or desirable for the purpose of this Contract or for any personnel undertaking activities under this Contract. GAIN undertakes no liability or responsibility in respect of life, health, accident and travel. Any financial or other liability that may arise as a result of the execution of the Contract shall be the responsibility of the Service Provider. Without limiting the foregoing, GAIN makes no representations or warranties, whether written or oral, statutory, express or implied with respect to any information or any technical assistance which may be provided herein, and expressly disclaims any and all representations and warranties, express or implied, regarding the products, services, data or reports contemplated by the Contract, including without limitation any implied warranty or satisfactory quality, implied warranty of fitness for a particular purpose, or implied warranties arising from course of dealing or course of performance.

9. SAFEGUARDING OF VULNERABLE PERSONS

GAIN believes that all vulnerable persons, meaning children below the age of eighteen years and vulnerable adults, require protection from all forms of abuse and exploitation. Wishing to promote the highest standards in this regard, GAIN requires the Service Provider to adhere to its Policy for Safeguarding of Vulnerable Persons and to promote the values and standards laid down in the Policy in its work and the Service Provider agrees to do so.

10. ANTI-TERRORISM

The Service Provider hereby agrees and warrants that the fees provided under this Contract will not be diverted to terrorists or to organizations associated with terrorism. To this extent, the Service Provider will not use any fees paid under this Contract for the purpose of any payment to persons or entities, whether directly through its activities or programs, or indirectly through its support of or cooperation with, or for the import of goods, if such payment or import, to the Service provider's knowledge or belief, is prohibited by the United States Executive Orders, by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, including under the United Nations Security Council

Resolution 1373 and related resolutions, by EU regulations, or other laws that prohibit the provision of resources and support to individuals and organizations associated with terrorism and the terrorist related lists promulgated by the Government of the United States of America, the United Nations or the European Union.

11. SUSPENSION AND TERMINATION

- 11.1. GAIN shall have the right to suspend this Contract in whole or in part and at any time for convenience, subject to providing ten (10) days written notice. Apart from the fees due for the Services provided according to the contractual requirements and to GAIN's full satisfaction up to the date of suspension, and pre-approved and justified expenses due at the date of suspension, no indemnity or compensation is due by GAIN to the Service Provider. GAIN shall have the right to request at any time that the Service Provider resume performance of suspended Services by giving at least five (5) working days prior written notice.
- 11.2. GAIN shall have the right to terminate this Contract in whole or in part and at any time for convenience, subject to providing thirty (30) days written notice. Apart from the fees due for the Services provided according to the contractual requirements and to GAIN's full satisfaction up to the date of termination, and pre-approved and justified expenses due at the date of termination, no indemnity or compensation is due by GAIN to the Service Provider.
- 11.3. GAIN shall have the right to terminate this Contract with immediate effect by written notice in the following circumstances:
 - (a) breach by the Service Provider of its obligations hereunder, and has failed to cure such breach within a reasonable remedy period provided by GAIN which shall not exceed sixty (60) days of receipt of GAIN's request to do so; or
 - (b) there has been a material change in the Service Provider's business, management or ownership structure.
- 11.4. Either Party may terminate this Contract by written notice in the following circumstances:
 - (a) there has been a delay in the other Party's performance of its obligations of more than twenty-eight (28) days due to an event of force majeure, as defined below in Clause 13.5; or
 - (b) bankruptcy, insolvency, judicial liquidation, cessation of activity or the dissolution of either Party for whatever reason.
- 11.5. In the event of the expiration or termination of this Contract for any reason, the Service Provider shall:
 - (a) immediately deliver to GAIN all of GAIN's property in its possession and under its control including but not limited to all of GAIN's intellectual property;
 - (b) within seven (7) days of the date of expiration or termination, return, and procure the return from all persons and entities (if any) to whom disclosure has been made, to GAIN all documents supplied by GAIN containing Confidential Information and all copies of those documents (and for this purpose "documents" includes computer disks and all other materials capable of storing data and information); and/or
 - (c) permanently delete or destroy and procure the deletion or destruction by all persons and entities (if any) to whom disclosure has been made, all embodiments of GAIN's Confidential Information or any part of it from all electronic methods of storing information.
- 11.6. Expiration or termination of this Contract howsoever arising shall not affect any rights or liabilities accruing to a Party as at the date of expiration or termination, nor operate to revoke any warranties and indemnities made by any Party under this Contract and such warranties and indemnities shall survive expiration or termination of this Contract.
- 11.7. Surviving provisions stipulated in this Contract, namely Clauses 4 to 12 and any provisions of this Contract, which by their context or nature should remain in full force and effect, shall survive the termination or expiration of this Agreement.

12. **GOVERNING LAW, LANGUAGE AND JURISDICTION**

- 12.1. This Contract and any non-contractual obligations arising out of, relating to or having any connection with this Contract, its performance or any breach thereof, are governed by Swiss law. The governing language of this Contract is English. In the event of an inconsistency between the English language version of this Contract and a translation, the English language version of this Contract will prevail.
- 12.2. Any dispute, claim, difference or controversy arising out of, relating to or having any connection with this Contract, including any dispute involving any non-contractual obligations or any question regarding the Contract's existence, its validity, interpretation, performance, termination, or any breach thereof, shall be subject to the exclusive jurisdiction of and resolved exclusively by the courts of Geneva, Switzerland. This jurisdiction clause is for the sole benefit of GAIN, which shall retain the option of submitting any such dispute, claim, difference or controversy to the courts of any competent jurisdiction, including, without limitation, the courts of the jurisdiction where the Service Provider conducts business, resides or is domiciled. The Service Provider irrevocably agrees not to dispute the jurisdiction of any such court to resolve such dispute, claim, difference or controversy.

13. **GENERAL PROVISIONS**

- 13.1. These General Terms and Conditions (hereinafter "**GTC**") shall constitute an integral part of the Contract between GAIN and the Service Provider entrusted with the execution of Services and defined deliverables as determined in the Contract.
- 13.2. The term Service Provider shall include an individual or a corporate entity and their auxiliary staff in the sense of article 101 of the Swiss code of obligations. In the event several entities form a consortium or a temporary association for the purpose of carrying the Contract, they must designate a representative duly empowered to contract with GAIN.
- 13.3. Up to the signature of the Contract, withdrawal from the negotiations by either of the Parties shall entail no financial obligation, each of them being responsible for its own expenses. In the event of a call for tender, the tender shall not be subject to payment, unless the call for tender provides otherwise.
- 13.4. Clauses. Clauses referred to in these GTC shall be referred to as "**Clauses**" and articles in the Contract shall be referred to as "**Articles**".
- 13.5. Notices. Any notices required to be given by a Party under this Contract shall be hand delivered or transmitted in writing by prepaid registered mail and be delivered to the other Party at its address identified at the beginning of this Contract (or such other address as previously notified by the Party). Notices shall be deemed to have been given five (5) working days after the date of posting.
- 13.6. Entire Agreement. Each Party on behalf of itself acknowledges and agrees with the other Party that:
- (a) this Contract (together with any document referred to in it), constitutes the entire contract and understanding between the Service Provider and GAIN and supersedes any previous arrangement, understanding or contract between them relating to the subject matter thereof (which shall be deemed to have been terminated by mutual consent);
 - (b) in entering into this Contract neither Party has relied on any pre-contractual statement: and
 - (c) each Party agrees that the only rights and remedies available to it or arising out of or in connection with any pre-contractual statement shall be for breach of contract. Nothing in this Contract shall, however, limit or exclude any liability for fraud.
- 13.7. Amendments. This Contract, including these GTC and other Annexes to it, may be amended only by written agreement duly signed by the authorized representatives of the Parties.
- 13.8. Force Majeure.
- a) Force majeure means in relation to either Party any circumstances beyond the reasonable control of the Party concerned, including but not limited to war (declared or undeclared), acts of God, epidemic, pandemic, riot, terrorism, earthquake, accidents, explosion, fire, floods, abnormal weather conditions,

acts of Government or other agencies, strikes, lock outs or other industrial action or trade disputes (except where such relates to employees or agents of the relevant Party).

- b) The Party affected by a Force Majeure event shall:
- (i) as soon as reasonably practicable after the start of the Force Majeure event but no later than three days of becoming aware of it, notify the other party in writing of the Force Majeure event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure event on its ability to perform any of its obligations under the agreement; and
 - (ii) use all reasonable endeavours to mitigate the effect of the Force Majeure event on the performance of its obligations
- c) Provided it has complied fully with sub-clause (b) above, if a Party is prevented, hindered or delayed in or from performing any of its obligations under this Contract by a Force Majeure event, such Party shall not be in breach of this Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

If a Party's performance become objectively impossible due to Force Majeure for a continuous period of more than 28 days, either party may terminate this Contract by giving written notice to the affected Party without liability for breach of contract.

- 13.9. Independence of the Parties. The Parties acknowledge and agree that they are dealing with each other as independent contractors. This Contract may not be construed as creating or constituting an employee-employer relationship, a partnership, a joint venture, a franchise or an agency between GAIN and the Service Provider. Neither the Service Provider nor GAIN may bind the other Party in contracts with third parties or make promises and/or representations on behalf of the other Party without prior written consent. Employees and agents of one Party are not for any purpose employees or agents of the other.
- 13.10. Anti-corruption. The Service Provider shall not make, promise, offer or secure promises thereof to any Party, nor solicit or accept directly or indirectly for himself or herself or for any other Party any gift, money, benefit, assistance or in-kind advantage (i) in contravention of Swiss, United Kingdom, United States or any applicable law or regulation or the United Nations Convention Against Corruption and any implementing laws in any country; (ii) to induce any government employee or official to commit or omit to commit any act in violation of his or her lawful duty; or (iii) to obtain or retain business for, or direct business to, any individual or entity.
- 13.11. No Waiver of Remedies. No delay in exercising any right or remedy under this Contract shall be construed as a waiver of such right or remedy. The rights and remedies provided under this Contract are cumulative and are not exclusive of any rights or remedies provided by law.
- 13.12. Procurement. The Service Provider shall be responsible for the purchase of any goods and equipment required by it to perform its obligations under this Contract and undertakes to comply with any applicable laws and regulations in relation thereto.
- 13.13. Prohibition of Assignment. This Contract is personal to the Parties and neither Party shall assign, transfer, or deal in any other manner with its rights and obligations under this Contract.
- 13.14. Invalid Provisions. If any provision of this Contract is determined to be invalid, illegal or unenforceable, such provision shall not affect the validity, legality or enforceability of the Contract but shall be severed from the Contract and the remaining provisions of this Contract shall continue in full force and effect.
- 13.15. Electronic Signatures. This Contract and any amendment may be signed by electronic means and be deemed an original. Electronic signatures will be binding for all purposes.

ANNEX 3

SERVICE PROVIDER WORK STATUS REPORT

(Electronic version to be sent)

Name of Service Provider:	
GAIN Manager:	
Contract dated:	
Period or month of reporting:	
Purpose of contract (in brief):	
Invoice attached to this report:	<input type="checkbox"/> Yes <input type="checkbox"/> No

1. SERVICES COMPLETED

1.1 Sub heading 2

Text

1.1.1 Sub heading 3

Text

2. NUMBER OF DAYS SPENT ON EACH SERVICES

Contract Period	[Insert date] - [Insert date]				
Total Days					
Rate	US\$				
Total Contractual Value	US\$				
	[Date]	"[No of Days]"	[Rate]	[Total]	"[Days Balance]"
"[Invoice date]"					

3. PROGRESS MADE ON SERVICES STILL TO BE DELIVERED (if applicable)

3.1 Sub heading 2

Text

3.1.1 Sub heading 3

Text

4. OUTCOME OR RESULTS (if applicable)

4.1 Sub heading 2

Text

4.1.1 Sub heading 3

Text

5. MEETINGS HELD OR ATTENDED AND RESULTS OF SUCH MEETINGS (If applicable)

5.1 Sub heading 2

Text

5.1.1 Sub heading 3

Text

6. MISSIONS / TRAVEL UNDERTAKEN AND OUTCOMES (If applicable)

6.1 Sub heading 2

Text

6.1.1 Sub heading 3

Text

7 NEXT STEPS TO BE UNDERTAKEN / RECOMMENDATIONS (If applicable)

7.1 Sub heading 2

Text

7.1.1 Sub heading 3

Tex

