

1. **Agreement:** These General Terms and Conditions (GTCs) and the accompanying Individual Consultant Agreement, Scope of Work and any other attachments comprise the entire agreement between FHI 360 and the party identified herein as the Consultant ("Consultant") regarding the purchase of Services specified in the Scope of Work the "Agreement"). This Agreement supersedes and replaces all prior written or oral agreements, negotiations, and understandings regarding its subject matter. The terms of this Agreement are contractual and not a mere recital and may be amended or modified only in a writing signed by all parties that makes specific reference to this Agreement. This Agreement and Consultant's engagement under this Agreement are contingent on successful completion of all applicable background checks. Disqualifying background check results may result in immediate termination of this Agreement as set forth in Section 6 below.

Relationship of the Parties

2. **Independent Contractor:** Consultant is an independent contractor. Neither Consultant nor Consultant's employees or agents, if any, is an employee or agent of FHI 360 or is entitled to any employment rights, privileges, or benefits that FHI 360 provides to its employees, including, but not limited to, medical, disability, medevac, unemployment, or workers compensation insurance. Except as specifically provided otherwise in this Agreement, FHI 360 will not provide any such insurance for Consultant or Consultant's employees, if any. Consultant has no authority to enter into contracts or to incur debts or liabilities on behalf of FHI 360, or to bind FHI 360 by any promise or representation and will not represent or imply to any third party that Consultant has such authority. Except as stated otherwise in this Agreement or as regulated by applicable law, Consultant has the sole right to control the means, manner, and method by which Consultant performs the Services.
3. **Services:** Consultant will perform the services specified in the Scope of Work ("Services") in a competent and professional manner in accordance with generally recognized industry standards for similar services; shall comply with all applicable state, local, federal, state, and foreign laws or regulations, as well as all applicable ethical and professional standards or rules; and will devote sufficient time and resources to ensure that the Services are performed in a timely, reliable, and effective manner. Consultant warrants and represents: (a) that Consultant has the skills, qualifications, experience and personnel to perform the Services without the advice, control, or supervision of FHI 360; (b) that Consultant has all registrations, licenses, permits, visas, certifications, or other credentials required by applicable law or otherwise necessary to perform the Services; and (c) that Consultant is not under any existing contractual or other obligation that would prevent Consultant from entering into this Agreement or performing the Services.
4. **Indemnification:** Consultant shall indemnify, defend, and hold harmless FHI 360, its subsidiaries, and their respective officers, directors, employees, agents, successors, and assigns (collectively, "Indemnified Parties") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of any kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder (collectively, "Losses") arising out of, resulting from, or related in any way to Consultant's breach of any material obligation under this Agreement, or gross negligence or intentional misconduct by Consultant or Consultant's employees, if any.
5. **Insurance:** Consultant shall maintain, at Consultant's own expense, commercial general and/or professional liability insurance, with commercially reasonable limits adequate for the Services and activities under this Agreement, as well as sufficient levels of all legally mandated insurance. Upon request, Consultant will provide Company a certificate of insurance showing that such insurance is in place.
6. **Term and Termination:** The Term of this Agreement is as specified in the Period of Performance. FHI 360 may suspend or terminate this Agreement in whole or in part, at any time, and for any reason, by providing five (5) days written notice of the effective date of the suspension or termination to Consultant, or immediately in the event background check results disqualify Consultant from engagement with FHI 360. Consultant will be responsible for satisfying all obligations relative to this Agreement through the effective date of termination or suspension. Consultant will be reimbursed for Services provided up to the effective date of termination or suspension. FHI 360 will be responsible for costs incurred after the effective date of suspension or termination only (a) if FHI 360 expressly authorizes such costs in the notice of suspension or termination or subsequently in writing, or (b) if the costs result from non-cancelable obligations that were properly incurred before the effective date of suspension or termination and are otherwise allowable. Upon termination, Consultant will cease all work under the Agreement, and return or provide to FHI 360 all Confidential Information, Work Product, and other materials related to the Services or this Agreement.

Fees and Expenses

7. **Fees:** FHI 360 will compensate Consultant for performance of the Services according to the agreed fee(s) stated in the Agreement. During performance of the work, Consultant shall be entitled to receive payments against the established fee either i) on an hourly or a daily rate basis, where "day" is defined as an 8 hour equivalent work period, with less or more than 8 hours paid on a proportionate basis, for work performed up to a maximum number of days provided in the Agreement, or ii) on a fixed fee basis for completion and delivery of specific activities and deliverables. Compensation for travel time will be calculated at the hourly rate but such compensation shall not exceed the amount payable for an eight (8) hour day for each day while on travel status.
8. **Expenses:** Except as specifically provided otherwise in this Agreement, Consultant is solely responsible for all expenses that Consultant incurs in connection with performance of Services under this Agreement, including, but not limited to, compensation and other expenses associated with any assistants or employees Consultant deems necessary to perform the Services. Consultant is responsible for providing, at Consultant's own expense, any medical, disability, unemployment, and/or workers compensation insurance for Consultant's employees and agents. Reimbursement for specifically authorized expenses shall not exceed the amount stated in this Agreement. Requests for reimbursement for all amounts over fifty dollars (\$50.00) must be accompanied by a receipt.
9. **Invoicing and Payment:** To initiate payment for consulting labor rates and miscellaneous fees, the consultant must submit an electronic invoice to the project monitor with a cc: to apinvoices@fhi360.org. Invoices must be typed and include the following information: Purchase Order Number, project number consultant name, address, remittance instructions, invoice date, deliverables or unit price and number of units, and total. Hand written invoices will not be accepted or paid. INVOICES MUST BE SUBMITTED NOT LATER THAN THIRTY (30) CALENDAR DAYS AFTER THE MONTH IN WHICH THE WORK WAS PERFORMED.

Invoices are paid upon completion, acceptance by project, and internal approval of the required Services by the hiring manager. Consultant Payment Terms are Net 15 and terms outside of these parameters should be noted in the Consultant Agreement. Questions regarding payment of invoices should be sent to apteam@fhi360.org.
10. **Responsibility for Taxes:** Consultant is solely responsible for any and all taxes that may be due in connection with amounts paid to Consultant under this Agreement. FHI 360 will not withhold or pay any amounts for federal, state, or municipal income tax or social security, unemployment, or workers compensation contributions on behalf of Consultant or Consultant's employees, if any, except in countries where required by local law. FHI 360 will file, with the IRS or other relevant taxing agency, all applicable annual tax reports and forms reflecting the gross annual payments made by FHI 360 to Consultant for fees and reimbursement of expenses under this Agreement.

Work Product and Information

11. **Ownership of Work Product:** All deliverables, and all other writings, data, databases, information, designs, know-how, software (object and source code), inventions, and other material in any media, form, or format developed or prepared in the course of, or resulting in any way from, Consultant's performance under this Agreement, (collectively, "Work Product"), and all intellectual property rights associated with such Work Product, shall be the sole and exclusive property of FHI 360. Work Product shall be deemed "work made for hire" but to the extent the Work Product does not qualify as work made for hire, or title to the Work Product does not vest in FHI 360 by operation of law, Consultant hereby irrevocably and unconditionally assigns all right, title, and interest in the Work Product to FHI 360. Consultant agrees to take all actions and execute all documents necessary to establish or confirm FHI 360's ownership of the Work Product or to obtain or maintain patent, trademark, copyright or other legal protection relating to the Work Product and associated intellectual property rights.

12. **Confidentiality:** Consultant acknowledges and agrees that in the course of performing the Services, Consultant will have access to or receive confidential and proprietary information relating to the business and affairs of FHI 360 and its subsidiaries and affiliates, including, but not limited to, information relating to their clients, prospective clients, markets, partners, suppliers, employees, contractors, products, services, plans, strategies, research, inventions, business methods, processes, designs, trade secrets, and other information they have developed or acquired in the course of business that has actual or potential commercial value, and is not generally known outside the company, as well as information disclosed by third parties that they are obligated to keep confidential ("Confidential Information"). Consultant shall take reasonable steps to maintain the confidentiality of the Confidential Information and protect it from unauthorized use or disclosure. Consultant shall use Confidential Information only for the purpose of performing the Services or other obligations under this Agreement. Both during the term of this Agreement and at all times after this Agreement expires or terminates for any reason, Consultant shall not, without the prior written consent of FHI 360, use Confidential Information for any other purpose or disclose Confidential Information to any third party. Upon termination or expiration of this Agreement, or upon request by FHI 360, Consultant shall return all Confidential Information to FHI 360 and shall not retain any copies. Nothing in this section is intended or should be construed as prohibiting Consultant from making any disclosure required by law; provided, however, that Consultant shall notify FHI 360 in writing of any such disclosure in order to permit FHI 360 to seek confidential treatment and/or limit the scope of such disclosure.
13. **Personal Data Protection:** As used in this section, "GDPR" means Regulation (EU) 2016/679, the General Data Protection Regulation, and any implementing legislation, rules, or regulations issued by applicable supervisory authorities. The terms "Controller", "Personal Data", "Data Subject", "Processor", and "Processing" shall have the meanings set forth in Article 4 of the GDPR. To the extent, if any, that Consultant processes any GDPR-governed Personal Data on behalf of FHI 360 and in relation to which FHI 360 is the Controller, Consultant shall: (a) act only on instructions from FHI 360 when processing Personal Data and keep records of all Processing activities; (b) take all appropriate technical and organizational measures to protect against unauthorized or unlawful Processing of, or accidental loss, destruction, or damage to, Personal Data; (c) process Personal Data in accordance with the GDPR; (d) not do or permit anything to be done which might cause FHI 360 or any of its affiliates to be in violation of GDPR; (e) immediately inform FHI 360 if it believes performance of the Services or compliance with any FHI 360 instruction violates or might reasonably be considered to violate GDPR; (f) immediately notify FHI 360 of receipt of any complaint, Data Subject access request, notice, or communication which relates directly or indirectly to the processing of Personal Data under this Agreement, and provide full co-operation and assistance to FHI 360 in responding to such complaint, request, notice, or communication; (g) notify FHI 360 promptly and without undue delay upon becoming aware of any unauthorized loss, corruption, damage, destruction, alteration, disclosure, or access to, or unauthorized or unlawful processing of, any Personal Data ("Personal Data Breach"), or any circumstances that are likely to give rise to a Personal Data Breach, timely providing FHI 360 with sufficient information for it to meet its obligation, if any, to report a Personal Data Breach under GDPR; (h) cooperate with FHI 360 and take commercially reasonable steps as may be directed by FHI 360 to assist in the investigation, mitigation, and remediation of any Personal Data Breach; (i) cooperate as requested by FHI 360 to enable it to comply with any exercise by a Data Subject of rights under GDPR with respect to Personal Data processed by Consultant under this Agreement, or to comply with any assessment, inquiry, notice, or investigation under GDPR; (j) only permit a third party sub-processor to process Personal Data subject to FHI 360's prior written consent and provided that the sub-processor's contract includes terms that are substantially the same as those set out in this section; and (k) not transfer, permit a third-party processor to transfer, or allow access to Personal Data outside the European Economic Area without FHI 360's prior written consent, subject to any conditions FHI 360 may impose, at its sole discretion. Consultant agrees that FHI 360 may from time to time have reasonable access to Consultant's premises, systems, and records in order to audit Consultant's security measures and procedures in connection with the processing of Personal Data and to ensure Consultant's compliance with this section. Consultant shall indemnify, defend, and hold FHI 360 and its affiliates harmless from and against all costs, claims, damages, or expenses incurred by them due to any failure by Consultant to comply with any of its obligations under this section.

Compliance Provisions

14. **Conflicts of Interest:** Consultant represents that to the best of Consultant's knowledge; no actual or potential conflict of interest exists between Consultant's or Consultant's family's business or financial interests and the Services to be provided under this Agreement. Consultant agrees that if circumstances change in a way that creates a potential conflict of interest, or if an actual or potential conflict of interest is discovered after this Agreement is signed, Consultant will promptly notify FHI 360 in writing, fully describing the circumstances giving rise to the actual or potential conflict, and to take actions deemed necessary by FHI 360 to avoid or mitigate the conflict. FHI 360 may terminate this Agreement immediately if it determines it is necessary to avoid or mitigate a conflict of interest, or if Consultant fails to disclose a potential or actual conflict of interest of which Consultant was aware.
15. **Debarment and Suspension:** Consultant certifies by acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any U.S. Federal Government department of agency.

16. **Foreign Corrupt Practices Act:** The anti-bribery provisions of the Foreign Corrupt Practices Act of 1977 ("FCPA"), 15 U.S.C. §§ 78dd-1", *et seq.*, make it unlawful to corruptly offer or make a corrupt payment of money or anything of value to a foreign official for the purpose of obtaining or retaining business. Consultant acknowledges and understands that Consultant must comply fully with the anti-bribery provisions of the FCPA and other similar legislation including the UK Anti-Bribery Act 2010. Specifically, Consultant understands and agrees that it shall be unlawful for the Consultant to pay, offer, promise to pay (or authorize to pay or offer) money or anything of value to a foreign official in order to assist FHI 360 in obtaining or retaining business for or with, or directing business to, FHI 360. A "foreign official" means any officer or employee of a foreign government, a public international organization, or any department or agency thereof, or any person acting in an official capacity.
17. **Gratuities:** This Agreement shall be terminated for cause should it be determined by FHI 360 that Consultant offered or gave a gratuity (e.g. entertainment, gift, services or money) to any FHI 360 employee or other persons responsible for or connected to those responsible for the decision to award this agreement or the acceptance of performance under this agreement and that gratuity was intended to obtain this award or favorable treatment during performance of the award.
18. **Terrorist Financing:** Consultant will not engage in transactions with or provide resources or support to individuals and organizations associated with terrorism, including those organizations and individuals identified in lists promulgated by the U.S. Government, the United Nations and the European Union. Consultant agrees and certifies to take all necessary actions to comply with Executive Order No. 13224 on Terrorist Financing; blocking and prohibiting transactions with persons who commit, threaten to commit, or support terrorism. Consultant is required to obtain the updated lists at the time of procurement of goods or services. The updated lists are available at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx> and <https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list>
19. **Safeguarding Policies:** Consultant agrees to comply fully with the following FHI 360 policies:
 - *Combating Trafficking In Persons*, available at <https://www.fhi360.org/sites/default/files/media/documents/combat-trafficking-in-persons-pol01029.pdf>
 - *Protecting Program Participants from Sexual Exploitation and Abuse*, available at <https://www.fhi360.org/sites/default/files/media/documents/pol01032.pdf>
 - *Safeguarding of Children*, available at <https://www.fhi360.org/sites/default/files/media/documents/safeguarding-children-pol01030.pdf>
20. **Drug Trafficking:** FHI 360 reserves the right to terminate this Agreement and to demand a refund or take other appropriate measures if the Consultant is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.
21. **Export Control:** Consultant shall comply in all respects with all applicable local, state, and federal laws and regulations, as well as all U.S. statutes, regulations, and administrative requirements, regarding relationships with non-U.S. governmental and quasi-governmental entities, including but not limited to the export control regulations of the Department of State and the International Traffic in Arms Regulations ("ITAR"), the Department of Commerce and the Export Administration Act ("EAA"), the anti-boycott and embargo regulations and guidelines issued under the EAA, and the regulations of the U.S. Department of the Treasury, Office of Foreign Assets Control.

Miscellaneous Provisions

22. **Survival:** Consultant understands and agrees that all of the covenants and agreements in this Agreement survive the termination of employment for the period necessary for Consultant to discharge all obligations under this Agreement to their fullest extent.
23. **Assignment and Subcontracting:** Consultant shall not assign or subcontract any portion of its rights, duties, or obligations under this Agreement without FHI 360's prior written consent. Consultant shall remain fully responsible and liable for full performance of all obligations under this Agreement. This Agreement will be binding upon and inure to the benefit of any permitted successors and assigns.
24. **Waiver:** Neither Party shall be deemed to have waived any provision of this Agreement unless such waiver is in writing and executed by both Parties. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising any rights arising from this Agreement, in whole or in part, or failure to insist on strict compliance with any provision of this Agreement by any party will be deemed a waiver of such provision or a waiver of any future breach of any provision of this Agreement.
25. **Dispute Resolution:** The Parties will make a good faith effort to resolve any dispute arising out of or relating to this Agreement. In the event the dispute is not resolved within a period of ninety (90) days, either Party may give written notice of its intent to refer the matter to arbitration in Durham, NC. The American Arbitration Association ("AAA") Commercial Arbitration Rules will govern these proceedings. The decision of the arbitrator shall be final and binding on all parties.
26. **Governing Law:** Interpretation and enforcement of this Agreement will be governed by the laws of the State of North Carolina without regard to conflict of law principles. The parties agree that any action or proceeding with respect to this Agreement or Consultant's engagement with FHI 360 that is not subject to arbitration as set out in paragraph 25 above, then shall be brought exclusively in the state or federal courts in the State of North Carolina, and Consultant voluntarily submits to the jurisdiction of such courts.