**SCHEDULE C**

**CARE Standard Terms and Conditions**

1. Relationship of the Parties. The Parties are independent contractors of each other, and each acknowledge and agree: (a) in connection with the performance of his/her/its obligations under this Agreement, each Party shall be responsible for all payments relating to his/her/its work, including without limitation, social security, income tax withholding, unemployment compensation and employer’s liability insurance; (b) neither Party, nor each of his/her/its respective employees, subcontractors, or agents, shall have status as an employee and/or be entitled to employee benefits of the other Party; (c) neither Party is an agent of the other, has the right or authority to enter into any contract or undertaking in the name of, or for the account of, the other Party, nor will create or assume any obligation of any kind, express or implied, on behalf of the other; and (d) nothing in this Agreement shall be construed to create an employer/employee relationship, partnership or joint venture between the Parties, or between one Party and any employee of the other. Service Provider further acknowledges that Service Provider is customarily engaged in an independently-established trade, occupation, profession, or business.

1. Confidential Information. Neither Party shall disclose Confidential Information (as defined below) of the other Party to any third party or make use of such Confidential Information for its own purposes and/or for any purpose unrelated to this Project without the disclosing Party’s prior written consent. Confidential Information shall include information specifically designated confidential by the owner or that the receiving party knows or reasonably should know is not generally known to the public. The obligations of confidentiality shall not apply to any information which: a) at the time of disclosure is in the public domain; b) is already known and in the possession of the receiving party, as shown by written records; c) is rightfully received by the receiving Party from a third party without restriction of use; d) is independently developed by the receiving Party without use of or reliance on the disclosed information; or e) is required to be disclosed to a Governmental agency or court of law by order or decree, provided the disclosing Party has been provided notice and a reasonable opportunity to defend against such disclosure. The receiving Party shall exercise the same degree of care to prevent unauthorized use or disclosure of the disclosing Party’s Confidential Information as it normally takes to prevent the unauthorized use or disclosure of its own Confidential Information. The receiving Party agrees to immediately return (or certify destruction of, if preferred by the disclosing Party) and not retain copies of the disclosing Party’s Confidential Information upon the termination of this Agreement or applicable Scope of Work and/or upon the disclosing Party’s request.
2. Ownership and Return of CARE Property. Information, documents, materials, and/or data created, produced, and developed (or otherwise owned) by CARE (“CARE Property”) that CARE provided to Service Provider shall remain the sole and exclusive property of CARE. CARE grants to Service Provider a limited, non-exclusive, non-transferable, fully paid license during the term of this Agreement to use CARE Property solely for the purpose of, and only to the extent necessary for Service Provider to provide the services in accordance with this Agreement. Service Provider may not use CARE Property for any other purpose. Unless otherwise agreed to by CARE in writing, Service Provider agrees to promptly return to CARE and not retain any CARE Property in Service Provider’s possession upon the termination of this Agreement or applicable Scope of Work and/or upon CARE’s request.
3. Warranties.
   1. Work Standards. Service Provider represents, warrants, and covenants that Service Provider, as well as any of Service Provider’s subcontractors, agents, or employees performing the services, is qualified and willing to perform the services described herein in accordance with the highest standards of the Service Provider’s profession or craft and to the reasonable satisfaction of CARE. Service Provider acknowledges he/she/it shall not be paid for any work reasonably found by CARE to be unsatisfactory.
   2. Services. Service Provider represents, warrants, and covenants that the services and any deliverable(s) shall operate in accordance with the terms of this Agreement, any relevant Scope of Work, and all specifications and other documentation provided by Service Provider to CARE. Further, Service Provider represents, warrants and, covenants that the services and any deliverable(s) will conform to the specifications therefor and CARE’s requirements, and Service Provider shall promptly correct and repair, at no additional cost to CARE, any defect, malfunction or non‑conformity that prevents such services from conforming and performing as warranted.
   3. Non-Infringement. Service Provider represents, warrants, and covenants that neither the work described herein nor any deliverable provided to CARE shall infringe upon or violate the rights, including without limitation the intellectual property rights, of any third party. Service Provider acknowledges CARE shall not be responsible for payment for work found to be infringing upon or violating such rights.
   4. Conflict of Interest. Service Provider acknowledges and agrees that nothing herein shall prevent Service Provider from concurrently working for other clients/customers. Service Provider represents, warrants, and covenants, however, he/she/it has no other agreements, relationships, or commitments to any other person or entity that conflict with Service Provider’s obligations to CARE under this Agreement. Service Provider further agrees that he/she/it is obligated to immediately inform CARE of any agreements Service Provider may later enter into that may conflict with Service Provider’s obligations under the Agreement.
4. Books and Records. Service Provider shall keep complete and accurate books of account and records relating to this Agreement and providing a basis for the invoice statements to CARE. During the term of this Agreement (including renewals and extensions, if any), and for seven (7) years thereafter, CARE or its agents, during normal working hours, shall have full and free access to inspect, audit and make extracts from such books and records, provided that CARE shall provide Service Provider at least seven (7) days prior written notice.
5. Use of Name, Trademark, or Logo. Neither Party shall publically use the name, trademark, or logo of the other Party in any form without the other Party’s written consent.
6. Non-Solicitation of Employees. Each Party agrees that, during the term of this Agreement and for twelve (12) months after the termination thereof, regardless of the reason for the termination, he/she/it will not, directly or indirectly, on his/her/its own behalf or on behalf of or in conjunction with any person or entity, solicit or induce, or attempt to solicit or induce, any employee of the other Party to terminate his/her employment with the other Party.
7. Taxes. The Parties agree that CARE will treat Service Provider as an independent contractor for tax purposes and that Service Provider will file all tax information returns and forms and pay all applicable taxes on that basis.
8. Compliance with Laws.This Agreement is contingent on each Party complying with all laws, regulations, and orders, including without limitation, obtaining valid and current registration(s) and approval(s) from all applicable government authorities required for its performance under this Agreement.
9. Conduct. Service Provider shall comply with industry best practices to avoid exploitation of child labor; comply with all applicable anti-slavery and human trafficking laws and/or regulations, including without limitation, the United Kingdom’s Modern Slavery Act of 2015; and shall not discriminate on the basis of race, ethnicity, religion, national origin, gender, age, sexual orientation, marital status, citizenship status, disability, or military status. While on CARE premises, Service Provider shall comply with: (a) the office and security policies and directives of CARE; (b) CARE's policy prohibiting harassment and discrimination; and (c) such other polices as CARE may make known to Service Provider.
10. Protection from Sexual Exploitation and Abuse. CARE does not tolerate any activity that may constitute or result in the sexual exploitation or abuse of the vulnerable adults or children CARE supports through its work. In the event Service Provider’s work under this Agreement involves interaction with CARE’s program participants, Service Provider acknowledges it has reviewed and agrees to comply with the CARE International Policy on Protection from Sexual Exploitation and Abuse and Child Protection, which can be found at [**www.care-international.org/psea**](http://www.care-international.org/psea) (“PSEA Policy”). The PSEA Policy defines prohibited conduct and, among other things, requires Service Provider to: (a) take preventive measures, including requiring compliance by subcontractors, agents, and employees, (b) promptly report any actual or suspected violation to CARE, and (c) take appropriate corrective measures when necessary.
11. Fraud and Corruption. CARE does not tolerate fraud and corruption, and we expect the same from everyone with whom we work. Service Provider shall maintain and comply with written codes of conduct and policies and procedures that protect against any form of fraud and corruption, bribery, kickbacks, and conflicts of interest. Upon request, Service Provider shall share with CARE its applicable codes of conduct, policies and procedures. Service Provider shall promptly inform CARE in writing of any instance of actual or suspected fraud or corruption related to its work hereunder and shall timely respond to and fully cooperate with any investigation CARE, in its discretion, or any donor, may require.
12. Anti-Terrorism Certification. Each Party certifies that it has not provided and will not provide during the Term support or resources of any kind to any individual or entity that it knows or has reason to know advocates terrorism and/or engages in terrorist activity in violation of applicable law.
13. Subcontractors, Agents, or Employees. Service Provider shall ensure that Service Provider and his/her/its subcontractors, agents, and employees comply with each of the promises and obligations set forth in Section 9-13.
14. Immediate Termination. Should CARE reasonably determine that Service Provider and/or his/her/its subcontractor(s), agent(s), or employee(s) failed to comply with any promise or obligation set forth in Sections 9-14, such non-compliance shall be treated as a Service Provider’s material breach of this Agreement, and CARE shall be entitled to terminate this Agreement with immediate effect.
15. Assumption of Liability. Each Party assumes all liability for all loss, damage, cost and expense arising out of or in any way connected with the operation or performance of, or the failure to perform, any duty, obligation, or activity on that Party’s part, its subcontractor(s), agent(s), or employee(s) in connection with this Agreement. Each Party recognizes that activities associated with the Agreement may expose Service Provider and its personnel, vendors, and/or agents to both direct and indirect safety and security risks. Each Party is solely responsible to ensure that adequate measures are taken to provide for the safety and security of anyone working on its behalf and/or direction. Neither Party will provide any assistance or support to the other in the area of safety and security without the prior express written agreement.
16. Indemnification. A Party (“Indemnitor”) shall fully indemnify, hold harmless, and defend the other Party, its subsidiaries, and affiliates, and each of their respective officers, directors, employees, and agents (“Indemnitee”) from and against any and all third-party claims, demands, liabilities, and expenses (including reasonable attorneys’ fees) that arise from or are in any way related to the negligence, recklessness, intentional wrongdoing, fraud, infringement or misappropriation of intellectual property, and/or breach of any warranty and/or obligation under this Agreement by Indemnitor and/or its subcontractor(s), agent(s), or employee(s).
17. Non-Waiver. Failure by either Party to insist upon strict compliance with any of the terms of this Agreement shall not be deemed a waiver of such terms, nor shall any specific waiver or relinquishment be deemed a blanket waiver or relinquishment of such right or power. No waiver shall be binding unless in writing and signed by the Party granting the waiver.
18. Dispute Resolution / Choice of Law / Choice of Forum.
    1. Service Providers Outside the U.S. If the Service Provider is located and/or organized under the laws of any jurisdiction other than the United States, all disputes arising out of or in connection with this Agreement (“Dispute”) shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (the “ICC Rules”) by one or more arbitrators appointed in accordance with the ICC Rules. The ICC arbitrator(s) shall apply the laws of the State of Georgia, U.S.A. exclusively when interpreting the provisions of the Agreement. Other than the Request for Arbitration filing fee under ICC Rules, which shall be solely borne by the claimant, fees required by the ICC Rules will be borne equally by the Parties. Judgment on the award may be issued in any court of competent jurisdiction.
    2. Service Providers Outside the U.S. If the Service Provider is located and/or organized under the laws of any state or municipality of the United States, this Agreement and any Dispute related thereto shall be construed and governed in accordance with the laws of the State of Georgia, U.S.A. exclusively, and any Dispute shall be brought exclusively in the appropriate Federal or State court located in the City of Atlanta, Georgia, U.S.A., the jurisdiction to which the Parties irrevocably consent.
    3. Pre-Dispute Negotiation. Prior to commencing arbitration or litigation, the Parties will first attempt in good faith to resolve the Dispute through confidential negotiation for a period of forty-five (45) calendar days. Such negotiation shall be between the Parties’ senior management, each of whom must have authority to settle the Dispute. Notwithstanding the forgoing, either Party may commence proceedings prior to or during such negotiation if doing so is necessary in order to avoid the running of a statute of limitations, to seek urgent interim relief from a court or arbitrator as permitted pursuant to the ICC Rules, or otherwise to protect a legal right that may be lost as a result of the passage of time.
19. Entire Agreement. This Agreement states the complete agreement of the Parties and supersedes any prior or contemporaneous agreements, whether oral or written, with respect to the subject matter of this Agreement. Any modification to this Agreement must be in writing and signed by authorized representatives of both Parties. The provisions ofthis Agreement that are intended by their nature to survive expiration or termination of this Agreement shall survive the expiration or termination of this Agreement. If any provision of this Agreement is found invalid, illegal or unenforceable, then the validity, legality and enforceability of the remaining provisions of this Agreement will not in any respect be affected or impaired thereby. In the case of any inconsistency or discrepancy between any translated version of this Agreement and the English language version, the English language version shall prevail. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties are entitled to rely on a counterpart executed and delivered electronically to the same extent as a counterpart with an original signature.
20. Subcontracts / Assignment. Service Provider shall not subcontract any portion of its performance without the prior written consent of CARE, except as set forth in the Agreement. Notwithstanding the foregoing, Service Provider may enter into contracts with third parties as required to conduct its normal operations and on customary business terms without the consent of CARE. Service Provider assumes sole and full responsibility at all times for the acts and omissions of any such subcontracts and shall retain all responsibility under this Agreement as if such subcontracted activities were performed by Service Provider. Service Provider shall not transfer or assign its interest in this Agreement in whole or in part without the prior written consent of CARE. All terms and conditions of this Agreement shall be binding upon the respective Parties hereto, their personal representatives, successors, and assigns.

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