**FORM 4 – PURCHASE ORDER AGREEMENT**

**INSTRUCTIONS**

**[Delete this page – for CARE Internal Use Only]**

**USE this form for the following providers:**

**1. Agreements for the purchase of Goods**

**DO NOT USE this form for:**

1. **Individuals or Businesses providing services to CARE (use FORM 1).**
2. **Photographers (use FORM 2)**
3. **Master Services Agreements (use FORM 3)**

**Please also make changes to and include the following attachments:**

|  |  |
| --- | --- |
| Schedule A | Term Sheet |
| Schedule B | Description of Goods or Services (optional)  ***Schedules C and D are not included in Purchase Orders*** |
| Schedule E | International Travel Release (optional)  Use Schedule E if Vendor, its employees, consultants, or agents may engage in hazardous travel, international travel, or in other appropriate situations in connection with Order. If it will be used, it should be signed and returned to CARE at the time the executed Order is returned, and in any event prior to any international travel. |
| Schedule F | United States Government Provisions (optional)  Schedule F is only needed if USG funds are used to procure the services. |
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**SCHEDULE A - PURCHASE ORDER TERM SHEET**

(Fill in as appropriate; if inapplicable, please insert “N/A”)

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| **Vendor Name/Address** (“Vendor”) | **CARE Destination** (“Destination”):  Address:  Phone:  Contact Name: |
| **Describe Goods or Services:**  (include Schedule B as needed) | **Delivery Date and/or Start/End Dates:** |
| **Quantity:** | **Purchase Order (P.O.) Number:**  **CARE Master Contract No:** |
| **Any Quality specifications:** | **Payment Terms: 30 days after CARE receipt of invoice** [usually] |
| **Total Cost:**    **Unit Cost:** | **Method of Payment** (Cash, Wire, Check, etc.): |
| **Penalty for Late Delivery (if any):** | **Discounts (if any):** |
| **Taxes or other fees:** | **Shipping/Risk of Loss if not DDU:** |
| **Assigned Employees**. If names of Vendor's employees are filled in below, then Vendor agrees that these employees shall perform the duties under this Order, unless CARE shall otherwise agree: | **Expenses** if reimbursable: [describe]  No reimbursable expense in excess of \_\_\_\_\_\_\_\_\_ [Amount] (currency\_\_\_) shall be incurred without CARE's prior written approval. |

***CHECKLIST OF ADDITIONAL REMINDERS:***

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| **√** | **Action** |
|  | **Release**. Vendor should sign a release if travel or other personal risks may be encountered. If so, Schedule E, attached hereto, is incorporated by reference. |
|  | **Attach Donor Regulations**: Ensure the Vendor is advised of any special donor requirements, preferably in writing. If USG funding, attach the USG regulations in Schedule F. |

**PURCHASE ORDER TERMS**

1. **ORDER.** This Purchase Order (“Order”) is an offer of Cooperative for Assistance and Relief Everywhere, Inc. (“CARE”) to purchase the Goods/Services described herein from Vendor. “Goods” means items purchased by this Order, including Service deliverables. “Services” means performance and work by the Vendor. “Vendor” means the seller or Service provider named in Schedule A. CARE’s placement of this Order with Vendor is expressly conditioned on Vendor’s acceptance of the terms contained in this Order, including without limitation, this Order shall not be filled at prices higher than stated in this Order or for different quantities. Any additional or different terms or conditions in any communication from Vendor are expressly objected to and are not effective or binding unless CARE agrees in writing, and no such additional or different terms are part of a contract between CARE and Vendor even if CARE accepts performance under this Order. Any objection by Vendor to the terms hereof shall be ineffective and is deemed waived by Vendor when Vendor accepts this Order. Each Order terminates sixty (60) days after the Delivery Date, except as set forth herein or as CARE shall notify Vendor in writing. **The Order Number or CARE Master Contract Number above shall be shown on all invoices, communications, packing lists, containers, bills of lading and other similar documents**.
2. **PRICE.** The prices stated in this Order are complete; Vendor shall add no additional charges. Vendor warrants that the prices charged hereunder are competitive with prevailing market rates and do not exceed prices charged other customers for a similar quantity and quality of Goods/Services. Discount or penalties specified above, if any, shall be calculated from the later of the date of the complete and final delivery of the Goods/Services, or the date correct final invoices are received in CARE’s Accounting Department. Vendor shall specify all applicable costs, including taxes, duty, export and transportation fees and other charges on Vendor’s invoice as separate items, and shall bear such costs as part of total Price charged. If Vendor travel reimbursement(s) shall be made under this Order, then Vendor shall follow CARE's travel policies and be subject to CARE per diem rates. Invoices in duplicate are required. CARE will pay Vendor as specified in this Order, including pursuant to any discount terms; if no time of payment is indicated, payment shall be made no later than thirty (30) days after the later of: CARE acceptance of the Goods/Services or CARE receipt of the relevant invoice for proper performance. Any adjustments in Vendor’s invoices due to shortages, late deliveries, rejection or other failure to comply with the requirements of this Order may, at CARE’s option, be made by CARE before payment, but failure to do so shall not deprive CARE of the right to do so later. CARE may withhold ten percent (10%) from payment of the final invoice to ensure that all Goods/Services conform to this Order and all necessary documentation has been properly received.
3. **QUALITY.** Vendor warrants the Goods/Services are (a) free of all deficiencies and defects in materials, design and workmanship for the period of one (1) year from the date CARE accepts the Goods/Services, (b) all materials created for CARE [other than materials preexisting this Order and prepared for other customers] shall be original work, shall be deemed work for hire and shall not infringe the rights of any third parties, and (c) are free of any lien or encumbrance. Vendor warrants it shall vest all title and rights to the Goods/Services in CARE and provide CARE any documentation CARE requests relating to its ownership of the work. If no quality is specified in this Order, the Goods/Services delivered must be of the best quality as recognized by the market and conforming to or exceeding all specifications provided by Vendor.
4. **CONDUCT. Vendor and its employees shall maintain and comply with a written code of conduct that prohibits giving anything of value, directly or indirectly, to any person or entity, including government officials or CARE staff, in the form of a bribe or kickback; establishes appropriate limitations on transactions with relatives of Vendor employees or businesses or ventures related to Vendor or its employees; and otherwise properly governs the performance of its employees engaged in soliciting, awarding or administering contracts, and receiving gifts.  Vendor shall inform CARE in writing of any violations relating to its obligations hereunder. Vendor certifies that it has not knowingly provided and will not knowingly provide, in violation of applicable laws, material support or resources to any individual or organization that advocates, plans, sponsors, engages in, or has engaged in an act of terrorism. Vendor shall comply with industry best practices to avoid exploitation of child labor 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. In the event Vendor’s work under this Order involves interaction with CARE’s program participants, Vendor 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”).** **During the term hereof and for three years afterwards, except to perform the terms of this Order, Vendor shall not disclose information regarding CARE to any third-party or make use of such information for its own purposes without CARE’s prior written consent. The Vendor shall not use the CARE name or trademarks in publicity or publicly disclose information relating to the Order without CARE's prior written consent.**
5. **SHIPPING; PACKING; DELIVERY.** Unless otherwise stated in this Order, all Goods shall be shipped freight prepaid D.D.U Destination, and CARE will pay no charge for packing, boxing or cartage. Vendor is responsible for loss of or damage to any Goods/Services before receipt by CARE at Destination. Each package of Goods will contain documentation showing shipper’s name, contents of package, and the Order Number. A copy of the bill of lading, invoice, customs and import/export notices, or similar documentation shall be sent at time of shipment to CARE at the address stated in this Order as well as to the Destination, if different. Time is of the essence and delivery of Goods/Services shall be strictly in accordance with this Order. Delays in shipment or otherwise shall be reported immediately to CARE, and the Order payment shall be subject to a late arrival penalty if specified on the Order. Partial deliveries/performance may not be accepted; contact CARE in advance if a partial delivery/performance is requested.
6. **INSPECTION AND ACCEPTANCE.** All Goods/Services shall be subject to CARE inspection and, if applicable, test at any time and place, including at place of manufacture. Vendor will make available to CARE copies of applicable drawings, specifications, and processes and shall promptly provide CARE any resulting inspection certificates. Further, all Goods/Services are subject to final inspection and acceptance at the Destination notwithstanding any payment or other prior inspections. CARE may reject and hold at Vendor’s expense, subject to Vendor’s disposal, all Goods not conforming to this Order or other applicable specifications, drawings, samples, or descriptions.
7. **DEFECTIVE WORK.** If any Goods/Services are defective in material or workmanship or otherwise do not conform to this Order, CARE may: (a) require Vendor to repair or replace at Vendor’s cost any such nonconforming Goods/Services; (b) require Vendor to refund the price of any such Goods/Services; or (c) elect to retain and correct any such Goods/Services with an appropriate price reduction to offset CARE’s costs of making correction(s). Nothing, including any final inspection, shall relieve Vendor from its responsibility to correct or replace Goods/Services defective as a result of fraud, recklessness or latent defects.
8. **CANCELLATION AND DEFAULT.** In addition toany other remedies available, CARE may cancel this Order, in whole or in part, at any time by written notice to Vendor, including without limitation in any of the following circumstances: (a) Vendor failure to deliver the Goods/Services as specified herein; (b) in CARE’s good faith judgment, Vendor failed to perform, or jeopardized performance of, this Order in compliance with its terms, and did not cure such failure within ten (10) days after notice from CARE; (c) Vendor becomes insolvent or makes an assignment for the benefit of its creditors, or has bankruptcy, reorganization, readjustment of debt or insolvency proceedings instituted against it under law of any jurisdiction. On receipt of such notice, Vendor shall discontinue all work, cancel any sub-orders and terminate any subcontracts relating to this Order. Upon such termination, full and complete settlement of all Vendor’s claims shall be made as follows: a) Vendor shall be paid for Goods/Services conforming to this Order, and b) title shall vest in CARE for all such Goods/Services for which CARE has paid.
9. **CHANGES.** Changes or amendments to this Order may only be made by CARE by its written authorization. CARE may make changes in the method of shipping or packing and place of delivery by written communication (or, if accepted by Vendor, verbal communication) prior to shipment of Goods/Services. If any such change by CARE affects the cost or delivery schedules of this Order, an equitable adjustment shall be made, provided Vendor makes a written claim therefore within thirty (30) days from the date of CARE’s communication of the change.
10. **INDEMNIFICATION.** Vendor will indemnify and hold harmless CARE and its related CARE entities from and against any claims, losses, damages, expenses, penalties, causes of action or liabilities arising from: (a) Vendor’s breach by of any obligations or warranties hereunder, or violation of trade secrets, patent, trademark or other intellectual property rights, or (b) any other acts or omissions of Vendor, its agents, employees, subcontractors, or guests, relating to this Order. In no event shall CARE be liable for Vendor’s lost profits or consequential or incidental damages. Any Vendor action against CARE arising in connection with this Order must be commenced within one (1) year after the cause of action accrued or shall be deemed waived.
11. **COMPLIANCE WITH LAW AND DISPUTES.** This Order is governed exclusively by the laws of the State of Georgia, USA, without regard to its choice of law rules.Vendor shall comply with all laws, regulations, and orders applicable to its performance hereunder. The parties shall first try to resolve any controversy or claim arising out of or relating to this Order, or the breach or alleged breach thereof, by good faith negotiation among senior managers unrelated to the dispute, and failing that, by arbitration.  The parties shall select a mutually acceptable arbitrator and work in good faith with the arbitrator to resolve the dispute. The location of the arbitration shall be Atlanta, Georgia.  To the extent permitted by law, the arbitrator’s decision shall be final and binding and may be entered in any court having competent jurisdiction. Vendor shall keep complete and accurate records that provide a basis for its invoices hereunder. During the term hereof and for three (3) years thereafter, CARE, Donor, if applicable, or their agents, may inspect and make extracts from such records, provided that CARE/Donor gives the Vendor at least seven (7) days prior written notice.
12. **ENTIRE AGREEMENT.** This Order, together with its attachments, contains the entire agreement of the parties related to the subject matter hereof, and no other representation, inducements, promises or agreements, oral or otherwise, shall be of any force or effect. Each attachment is incorporated by reference herein and forms a part of this Order. Vendor shall not assign its obligations hereunder, without the prior written consent of CARE. If any provision of this Order is invalid, illegal, or unenforceable to any extent, the remainder of this Order shall not be affected and shall be enforceable to the fullest extent permitted by law. The parties are independent contractors. This Order creates no employer/employee relationship, partnership or joint venture between the parties, or between one party and any employee of the other. Certain obligations hereunder by their content shall survive the completion or termination of this Order, including those in Paragraphs 3, 4, 8 through and including 13.
13. **OPTIONAL SCHEDULES:** Initials entered by the representatives below shall mean that the Optional Schedule **is included** in this Order.

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| \_\_\_\_\_  CARE  Initials | \_\_\_\_\_  Vendor  Initials | * 1. **Travel Release**. In the event Vendor and/or his/her/its employees or other personnel travel overseas, Vendor must arrange for each traveler to execute and return to CARE the International Travel Release, attached as **Schedule E**, prior to such travel. In the event overseas travel will not occur in connection with the work, **Schedule E** shall not be included with this Agreement. |
| \_\_\_\_\_  CARE  Initials | \_\_\_\_\_  Vendor  Initials | * 1. **U.S. Government Provisions.** In the event this Agreement is entered into in connection with an Agreement between CARE and a U.S. Government Agency, such as the U.S. Agency for International Development (USAID), (each a “US Agency”), **Schedule F**, attached hereto, is incorporated by reference herein. In the event the work is not performed in connection with a U.S. Agency agreement, **Schedule F** shall not be included in this Agreement. |

1. **Attachments.** The following are attached hereto and incorporated herein by reference:

|  |  |
| --- | --- |
| Schedule A | Term Sheet |
| Schedule B | Description of Goods or Services (if needed)  ***Schedules C and D are not included in Purchase Orders*** |
| Schedule E | International Travel Release (if initialed above) |
| Schedule F | United States Government Provisions (if initialed above) |

IN WITNESS WHEREOF, the Parties have executed this Order, effective as of the date the last Party signs this Order.

|  |  |
| --- | --- |
| [***Insert Vendor’s full name***] | **COOPERATIVE FOR ASSISTANCE AND RELIEF EVERYWHERE, INC.** |
| By:  Name:  Title:  Date: | By:  Name:  Title:  Date: |