Section VIII . Contract Forms and Annexes

This Section contains the Notification of Award, Agreement, Forms and Annexes.

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Notification of Award

***[The Notification of Award shall be filled in and sent to the successful Consultant in accordance with ITO Clause 31.1]***

**[date]**

To: **[insert name and address of the Offeror]**

**Re: XXXXXXXXXXXXXXXXXXXXX**

**RFO Ref: XXXXXXXXXXXXXXXXX**

Dear [insert name of consultant],

This is to notify you that your Offer dated **[date]** for providing **[name of consulting services]** for the amount of **[insert amount in numbers and words] [insert name of currency]**, as corrected and modified in accordance with the Instructions to Offerors, is hereby accepted by us in our capacity as Client under the Contract.

Within seven (7) days of your receipt of this Notification of Award and the attached Contract Agreement you are hereby instructed to (a) sign and return the attached Contract Agreement in accordance with ITO Sub-clause 31.3; (b) complete and return the Compliance with Sanctions Certification Form included in Section VIII, Contract Forms and Annexes to Contract; and (c) complete and return the Self-Certification Form for Contractors included in Section VIII, Contract Forms and Annexes to Contract.

Signed:

In the capacity of:

**[The Print Name]**

CONTRACT AGREEMENT

This CONTRACT AGREEMENT (this “Contract”) made as of the **[day]** of **[month]**, **[year]**, between **[full legal name of the Client]** (the “Client” or the "Accountable Entity"), on the one part, and **[full legal name of Consultant]** (the “Consultant”), on the other part.

***[Note: If the Consultant consists of more than one entity, the following should be used]***

This CONTRACT AGREEMENT (this “Contract”) made as of the **[day]** of **[month]**, **[year]**, between **[full legal name of the Client]** (the “Client”), on the one part, and **[full legal name of lead Consultant]** (the “Consultant”) in **[joint venture / consortium / association]** with **[list names of each joint venture entity]**, on the other part, each of which will be jointly and severally liable to theClient for all of the Consultant’s obligations under this Contract and is deemed to be included in any reference to the term “Consultant.”

**RECITALS**

WHEREAS,

1. The Millennium Challenge Corporation (“MCC”) and the Government of **[Country]** (the “Government”) have entered into a Millennium Challenge Compact for Millennium Challenge Account assistance to help facilitate poverty reduction through economic growth in **[Country]** on **[insert date]** (the “Compact”) in the amount of approximately **[insert amount]** (“MCC Funding”). The Government, acting through the Accountable Entity, intends to apply a portion of the proceeds of MCC Funding to eligible payments under this Contract. Payments made under this Contract will be subject, in all respects, to the terms and conditions of the Compact and related documents, including restrictions on the use, and conditions to disbursement, of MCC Funding. No party other than the Government and the Accountable Entityshall derive any rights from the Compact or have any claim to the proceeds of MCC Funding; and
2. The Client has requested the Consultant to provide certain consulting Services as described in Annex A to this Contract; and
3. The Consultant, having represented to the Client that it has the required professional skills, and Personnel and technical resources, has agreed to provide such Services on the terms and conditions set forth in this Contract.

NOW THEREFORE, the Parties to this Contract agree as follows:

1. In consideration of the payments to be made by the Client to the Consultant as set forth in this Contract, the Consultant hereby covenants with the Client to perform the Services in conformity in all respects with the provisions of this Contract.
2. Subject to the terms of this Contract, the Client hereby covenants to pay the Consultant, in consideration of the performance of the Services, the Contract Price (as defined below) or such other sum as may become payable pursuant to the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of **[Country]** as of the day, month and year first indicated above.

|  |  |
| --- | --- |
| For **[full legal name of the Client]:** | For **[full legal name of the Consultant]:** |
| Signature | Signature |
| Name | Name |
| Witnessed By: | Witnessed By: |

***[Note: If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]***

For and on behalf of each of the Members of the Consultant

**[Name of Member]**

**[Authorized Representative]**

**[Name of Member]**

**[Authorized Representative]**

ANNEXES TO CONTRACT

Annex A: Description of Services

[*Note to Accountable Entity:* Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by the Client, etc. This Description of Services is to be based on the TOR issued with the RFO and **incorporates changes agreed upon during negotiations**. It must be noted that this Description of Services takes precedence over the Offeror’s Offer, so any changes recommended or requested by the Offeror do not alter the services the Offeror is required to perform unless agreed to during negotiations and incorporated into this Description of Services.]

This Annex A shall incorporate by reference: the Offer dated **[insert date of awarded Offer]** submitted by **[insert name of Offeror awarded the Contract]** in connection with the procurement for this Contract (the “Offer”), as well as **changes agreed upon during negotiations**. In the event of any inconsistency between this Description of Services and the Offer, the priority of interpretation shall be given to this Description of Services.

Annex B: Additional Provisions

The additional provisions of contract can be found on the MCC website: <https://www.mcc.gov/resources/doc/annex-of-general-provisions>

NB: These provisions must be downloaded and attached to the Contract

Annex C: Reporting Requirements

**Note:** List format, frequency, and contents of reports; persons to receive them; dates of submission; etc.

Annex D: Key Professional Personnel and Sub-Consultants

**Note:** List under:

D-1 Titles **[and names, if already available]**, detailed job descriptions and minimum qualifications of foreign Key Professional Personnel to be assigned to work in **[Country]**, and estimated staff-months for each.

D-2 Same as D-1 for foreign Key Professional Personnel to be assigned to work outside **[Country]**.

D-3 List of approved Sub-Consultants (if already available) and same information with respect to their Personnel as in D-1 or D-2.

D-4 Same information as D-1 for local Key Professional Personnel.

D-5 Working hours, holidays, sick leave and vacations, as provided for in GCC Clause 11 (if applicable)

Annex E: Breakdown of Contract Price in US Dollars

**Note:** List here the monthly rates for Personnel (Key Professional Personnel and other Personnel) (fully loaded, including direct and indirect expenses and profit), used to arrive at the breakdown of the price - US Dollars portion (from Form FIN-4).

This Annex will exclusively be used for determining remuneration for additional services.

Annex F: Breakdown of Contract Price in Local Currency

**Note:** List here the monthly rates for Personnel (Key Professional Personnel and other Personnel) (fully loaded, including direct and indirect expenses and profit), used to arrive at the breakdown of the price - Local Currency portion (from Form FIN-4).

This Annex will exclusively be used for determining remuneration for additional services.

Annex G: Services and Facilities to be Provided by the Client

**Note:** List here the services, facilities and counterpart personnel to be made available to the Consultant bythe Client.

Annex H: Compliance with Sanctions Certification Form

In satisfaction of Clause G of the Additional Provisions at Annex B of the Contract, this form is to be completed by the Offeror upon submission of the Offer and, if selected, within 28 days of receipt of Letter of Acceptance and Contract Agreement, and subsequently thereafter on the last business day prior to the last day of each quarter (March 31, June 30, September 30, December 31) after the signature of an MCC-Funded Contract[[1]](#footnote-2), for the duration of the Contract.

The form is to be submitted to the Accountable Entity Procurement Agent at the time of Offer submission, and to the Fiscal Agent thereafter [*email addresses for Accountable Entity Procurement and Fiscal Agents to be inserted here*] with a copy to MCC at: [sanctionscompliance@mcc.gov](mailto:sanctionscompliance@mcc.gov).

For the avoidance of doubt, reporting the provision of material support or resources (as defined below) to an individual or entity on the enumerated lists will not necessarily result in the disqualification of a Consultant or cancellation of the Contract. However, **failure** to report such provision, or any similar material misrepresentation, whether intentional or without due diligence, would be grounds for disqualifying the Consultant or canceling the Contract, and may subject such Consultant to criminal, civil, or administrative remedies as appropriate under U.S. law.

Instructions for completing this form are provided below.

**Compliance with Sanctions Certification Form**

**Full Legal Name of Consultant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Full Name and Number of Contract: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Accountable Entity with which Contract Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

|  |
| --- |
| **ALL CONSULTANTS TO CHECK THE APPLICABLE BOX BELOW:**   * All eligibility verifications have been completed in accordance with Annex B **“Additional Provisions”, Paragraph G “Compliance with Terrorist Financing Legislation and Other Restrictions”**, and the Consultant hereby certifies as follows:   + No adverse or negative results were obtained from such eligibility verifications; and   + To the best of its current knowledge, the Consultant has not provided, at any time within the previous ten years or currently, any material support or resources (including without limitation, any MCC Funding[[2]](#footnote-3)), directly or indirectly to, or knowingly permitted any funding (including without limitation any MCC Funding) to be transferred to, any individual, corporation or other entity that the Consultant knew, or had reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities on the enumerated lists described below (including the Consultant itself).     **OR**   * All eligibility verifications have been completed in accordance with **Annex B “Additional Provisions”, Paragraph**  **G “Compliance with Terrorist Financing Legislation and Other Restrictions”**, and the Consultant hereby certifies that the following adverse or negative results were obtained from such eligibility verifications (information to be provided for each result in accordance with the instructions included with this form): * Name of individual, corporation or other entity: * Eligibility verification source(s) where listed ineligible: * Position (if individual), or goods or services provided (if corporation or other entity): * Estimated value of work performed as of certification date: * A description of, and the circumstances under which such support was provided. |

I hereby certify that the information provided above is true and correct in all material respects and understand that any material misstatement, misrepresentation or failure to provide the information requested in this certification may be deemed “fraud” for purposes of the ITO or Contract between the Consultant and the Accountable Entity, the MCC Accountable Entity Procurement Policy and Guidelines, and other applicable MCC policy or guidance, including MCC’s Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations.

**Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Printed Name of Signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**INSTRUCTIONS FOR COMPLETING THE COMPLIANCE WITH SANCTIONS CERTIFICATION FORM:**

The Consultant shall perform the following procedures to verify the eligibility of firms, key personnel, subcontractors, vendors, suppliers, and grantees, in accordance with **Annex B “Additional Provisions”, Paragraph G “Compliance with Terrorist Financing Legislation and Other Restrictions”**, which is copied below for convenience.

Based on the results of these eligibility verifications, the Consultant shall provide the applicable certification in the attached certification form. Note that for the purposes of this certification, Consultants are only required to submit detailed back-up documentation about the eligibility verifications together with their certification form if the Consultant identifies adverse or negative results. If not, Consultants are free to mark the certification form accordingly and submit it to the appropriate recipient (although the Consultant must maintain records per the instructions below).

The Consultant shall verify that any individual, corporation, or other entity that has access to or is (or would be) a recipient of MCC Funding, including Consultant staff, consultants, sub-contractors, vendors, suppliers, and grantees, is not listed on any of the following (or, in the case of #8 below, is not a national of, or associated in, any country appearing on such list):

1. System for Award Management (SAM) Excluded Parties List - https://sam.gov/content/entity-information
2. World Bank Debarred List - <https://www.worldbank.org/debarr>
3. US Treasury, Office of Foreign Assets Control, Specially Designated Nationals (SDN) List - <https://sanctionssearch.ofac.treas.gov/>
4. US Department of Commerce, Bureau of Industry and Security, Denied Persons List - <https://www.bis.doc.gov/index.php/the-denied-persons-list>
5. US State Department, Directorate of Defense Trade Controls, AECA Debarred List - <https://www.pmddtc.state.gov/ddtc_public?id=ddtc_kb_article_page&sys_id=c22d1833dbb8d300d0a370131f9619f0>
6. US State Department, Foreign Terrorist Organizations (FTO) List - <https://www.state.gov/foreign-terrorist-organizations/>
7. US State Department, Executive Order 13224 - <https://www.state.gov/executive-order-13224/>
8. US State Sponsors of Terrorism List - <https://www.state.gov/state-sponsors-of-terrorism/>

In addition to these lists, before providing any material support or resources to an individual or entity, the Consultant will also consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.

Documentation of the process takes two forms. The Consultant should prepare a table listing each staff member, consultant, sub-contractor, vendor, supplier, and grantee working on the Contract, such as the form provided below.

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | Date Checked | | | | | | |  |
| Name | 1 | 2 | 3 | 4 | 5 | 6 | 7 | Eligible (Y/N) |
| SAM Excluded Parties List | World Bank Debarred List | SDN List | Denied Persons List | AECA Debarred List | FTO List | Executive Order 13224 |
| Consultant (the firm itself) |  |  |  |  |  |  |  |  |
| Staff Member #1 |  |  |  |  |  |  |  |  |
| Staff Member #2 |  |  |  |  |  |  |  |  |
| Consultant #1 |  |  |  |  |  |  |  |  |
| Consultant #2 |  |  |  |  |  |  |  |  |
| Sub-Contractor #1 |  |  |  |  |  |  |  |  |
| Sub-Contractor #2 |  |  |  |  |  |  |  |  |
| Vendor #1 |  |  |  |  |  |  |  |  |
| Supplier #1 |  |  |  |  |  |  |  |  |
| Grantee #1 |  |  |  |  |  |  |  |  |

The Consultant should list the date on which the search was conducted using each eligibility verification source, and whether the staff member, consultant, sub-contractor, vendor, supplier, or grantee was determined to be eligible – that is, did not show up on any of the eligibility verification sources.

In addition, 1. SAM Excluded Parties List, 3. SDN List, and 5. AECA Debarred List are searchable databases that return a positive or negative search results page upon submission of a name to be searched, in order to document the eligibility, the Consultant should print out and retain for each staff member, consultant, sub-contractor, vendor, supplier, or grantee the search results page for each eligibility verification source, which should read, *“Has Active Exclusion? No”* or *“No records found.”* (in the case of SAM Exclusion List), *“Your search has not returned any results.”* (in the case of SDN List), or *“No records in Statutorily Debarred Parties using that filter”* or *“No records in Admin Debarred Parties using that filter”* (in the case of AECA Debarred List). In the case of 2. World Bank Debarred List, Table 1: Debarred & Cross-Debarred Firms & Individuals will display a blank field that indicates no matching records have been found. For 4. Denied Persons List, 6. FTO List, and 7. Executive Order 13224, there is no searchable database provided, so the Consultant will review each static list and confirm it does not name the firms or individuals identified in the table above.

If an adverse record(s) has/have been found for one or more individuals or entities, including for the Consultant itself, the Consultant must conduct additional research to determine whether the finding is a “false positive” (such as an individual whose name matches the name of an individual listed on a sanctions list, but is a different person). If it is a false positive, the Consultant will mark the staff member, consultant, sub-contractor, vendor, supplier, or grantee as eligible, and retain the research confirming that eligibility.

If, any of the Consultant’s personnel, consultants, sub-contractors, vendors, suppliers, or grantees are found to be ineligible at this stage, the Accountable Entity will determine whether it is possible under the circumstances to allow the Consultant to make a substitution. This determination will be made on a case by case basis and will require approval by MCC regardless of the estimated value of the proposed contract.

In addition, in accordance with MCC Procurement Policy and Guidelines, the Consultant must ensure that MCC Funding is not used for goods or services from a country, or from a firm that is organized in or has its principal place of business or a significant portion of its operations in a country, that is subject to country-based sanctions or other restrictions under the law of the United States, including U.S. designated State Sponsors of Terrorism (<https://www.state.gov/state-sponsors-of-terrorism/>).

All of these documents must be retained by the Consultant as part of the overall record of the Contract with the Accountable Entity for the duration of the Contract, and for the further period after the Contract expiration that is required for document retention under the Contract (typically five years after the expiration date of the Compact Program or Threshold Program). Access to these documents must be provided to the Accountable Entity, MCC, or their designees in accordance with the access provisions of the Contract, and to the USAID Office of Inspector General (responsible for oversight of MCC operations), upon request.

**Annex B “Additional Provisions,” Paragraph G “Compliance with Terrorist Financing Legislation and Other Restrictions”**

1. The Contract Party, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide material support or resources (as defined below) directly or indirectly to, or knowingly permit any funding (including without limitation MCC Funding) to be transferred to, any individual, corporation or other entity that such Party knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (i) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury’s Office of Foreign Assets Control, which list is available at [www.treas.gov/offices/enforcement/ofac](http://www.treas.gov/offices/enforcement/ofac), (ii) on the consolidated list of individuals and entities maintained by the “1267 Committee” of the United Nations Security Council, (iii) on the list maintained on [www.sam.gov](http://www.sam.gov), or (iv) on such other list as the Accountable Entity may request from time to time.

For purposes of this provision:

1. “Material support and resources” includes currency, monetary instruments or other financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.
2. “Training" means instruction or teaching designed to impart a specific skill, as opposed to general knowledge.
3. “Expert advice or assistance" means advice or assistance derived from scientific, technical, or other specialized knowledge

2. The Contract Party shall ensure that its activities under this Agreement comply with all applicable U.S. laws, regulations and executive orders regarding money laundering, terrorist financing, U.S. sanctions laws, restrictive trade practices, boycotts, and all other economic sanctions promulgated from time to time by means of statute, executive order, regulation or as administered by the Office of Foreign Assets Control of the United States Treasury Department or any successor governmental authority, including, 18 U.S.C. Section 1956, 18 U.S.C. Section 1957, 18 U.S.C. Section 2339A, 18 U.S.C. Section 2339B, 18 U.S.C. Section 2339C, 18 U.S.C. Section 981, 18 U.S.C. Section 982, Executive Order 13224, 15 C.F.R. Part 760, and those economic sanctions programs enumerated at 31 C.F.R. Parts 500 through 598 and shall ensure that its activities under the Contract comply with any policies and procedures for monitoring operations to ensure compliance, as may be established from time to time by MCC, the Accountable Entity, the Fiscal Agent, or the Bank, as may be applicable. The Contract Party shall verify, or cause to be verified, appropriately any individual, corporation or other entity with access to or recipient of funds, which verification shall be conducted in accordance with the MCC Procurement Policy and Guidelines that can be found on MCC’s website at www.mcc.gov. The Contract Party shall (A) conduct the monitoring referred to in this paragraph on at least a quarterly basis, or such other reasonable period as the Accountable Entity or MCC may request from time to time and (B) deliver a report of such periodic monitoring to the Accountable Entity with a copy to MCC.

3. Other restrictions on the Contract Party shall apply as set forth in Section 5.4(b) of the Compact with respect to drug trafficking, terrorism, sex trafficking, prostitution, fraud, felony, any misconduct injurious to MCC or the Accountable Entity, any activity contrary to the national security interests of the United States or any other activity that materially and adversely affects the ability of the Government or any other party to effectively implement, or ensure the effective implementation of, the Program or any Project or to otherwise carry out its responsibilities or obligations under or in furtherance of the Compact or any Supplemental Agreement or that materially and adversely affects the Program Assets or any Permitted Account.

Annex I: Self-Certification Form for Consultants/Contractors/Suppliers

The below self-certification form should be signed by the Consultant as part of the Contract. This self-certification declares that the Consultant will only procure goods and materials essential for the Contract from suppliers that are free of forced and child labor and provide their direct workers with a safe and hygienic workplace.

------------------------------------------------------------------------------------------------------------

As stipulated in the Contract, the Consultant must comply with the International Finance Corporation’s *Performance Standards on Environmental and Social Sustainability* regarding labor standards and protections. In turn, the Consultant must ensure that their primary suppliers, i.e., any person or legal entity who provides goods or materials essential for the Contract, do not use forced and child labor in the production of such goods and materials, and provide the Consultant’s direct workers with a safe and hygienic workplace.

In acknowledgement of my understanding, I certify that with respect to this contract:

* + I understand the requirements in the contract with theAccountable Entity**.**
  + **[Name of Consultant]** will ensure that all operations undertaken are done in accordance with the IFC Performance Standards, as described in the Contract.
  + **[Name of Consultant]** does not and will not use forced or child labor, and provides workers with a safe and hygienic workplace.
  + **[Name of Consultant]** does not and will not procure material or goods from suppliers that employ forced or child labor.
  + **[Name of Consultant]** will only procure material or goods from suppliers that provide a safe and hygienic working place for all laborers.
  + **[Name of Consultant]** is committed to equal opportunity and non-discrimination in workplace practices, and to a respectful workplace that is free from sexual-harassment.
  + **[Name of Consultant]** has a system in place to monitor our suppliers, identify any new and emerging risks. This system also allows **[Name of Consultant]** to effectively remedy any risks.
  + Where remedy is not possible for any new risks or incidents, **[Name of Consultant]** commits to severing ties with these suppliers.

Record any exceptions to the above here:

|  |
| --- |
|  |

*I hereby certify that the information provided above is true and correct in all material respects and understand that any material misstatement, misrepresentation or failure to provide the information requested in this certification may be deemed “fraud” for purposes of the Contract. I CONFIRM THAT I DULY REPRESENT* ***[Name of Consultant]*** *AND HAVE THE LEGAL AUTHORITY TO SIGN.*

Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name of Signatory:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Annex J: Code of Business Ethics and Conduct Certification Form

*In satisfaction of Clause 24.1 of the General Conditions of Contract, this form is to be completed by the Consultant and submitted for any MCC-Funded Contract[[3]](#footnote-4)with a value in excess of $500,000. This form is to be completed by the Consultant and submitted together with the signed Contract Agreement.*

*If the original certification, submitted along with the signed Contract Agreement, is that the Consultant “has adopted and implemented,” then further submissions will not be required, except as applicable for subcontracts. If the original certification is that the Consultant “will adopt and implement,” then a subsequent submission will be required when the Consultant “has adopted and implemented.”*

*The form is to be submitted to the Accountable Entity Procurement Agent* ***[email address for Accountable Entity Procurement Agent to be inserted here]****, together with a copy of the Consultant’s code of business ethics and conduct.*

*If the Consultant is a joint venture or association, each Member of the joint venture or association must complete and submit this form, together with their respective code of business ethics and conduct.*

**Code of Business Ethics and Conduct Certification Form**

**Full Legal Name of Consultant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Full Name and Number of Contract: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Accountable Entity with which Contract Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

As stipulated in GCC 24.1 of the Contract, the Consultant must certify to the Accountable Entity that they will adopt and implement a code of business ethics and conduct within ninety (90) days of Contract award. The Consultant must also include the substance of this clause in subcontracts that have a value in excess of $500,000.

In satisfaction of this requirement, pursuant to GCC 24.1 of the Contract, I certify that with respect to this contract:

* + **[Name of Consultant]** has adopted and implemented a code of business ethics and conduct, a copy of which is hereby submitted together with this certification form.

**OR**

* + **[Name of Consultant]** will adopt and implement a code of business ethics and conduct within ninety (90) days after the date of Contract signature. **[Name of Consultant]** will resubmit this certification, together with a copy of the Consultant’s code of business ethics and conduct, when such code has been adopted and implemented.
  + **[Name of Consultant]** will include the substance of this requirement in all subcontracts having a value in excess of $500,000 and will forward all resulting certifications to **[Name of Accountable Entity]**.

I hereby certify that the information provided above is true and correct in all material respects and understand that any material misstatement, misrepresentation or failure to provide the information requested in this certification may be deemed “fraud” for purposes of the Contract between the Consultant and the Accountable Entity, the *MCC Procurement Policy and Guidelines*, and other applicable MCC policy or guidance, including MCC’s Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations.

**Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Printed Name of Signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Annex K: Beneficial Ownership Disclosure Form (BODF)

*DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM*

*This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the Consultant whenever there is a change in beneficial ownership or whenever requested by the Client. In case of joint venture, the Consultant must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.*

*For the purposes of this Form, a Beneficial Owner of a Consultant is any natural person who ultimately owns or controls the Consultant by meeting one or more of the following conditions:*

* *directly or indirectly holding 10% or more of the shares*
* *directly or indirectly holding 10% or more of the voting rights*
* *directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant*

*An individual directly holds 10 percent or more of the shares of a Consultant if the shares are registered in his or her name or, in the case of bearer shares, if the shares are in his or her possession. An individual owns 10 percent or more of the shares of a Consultant indirectly if the shares are held through a trust or through another corporation. Therefore the Consultant must know the identities of the natural persons who directly or indirectly hold the shares of any corporate entity or trust that owns part or all of the Consultant, and disclose the identity of any natural person who cumulatively directly or indirectly holds 10 percent or more of the shares of the Consultant. The same rules apply in determining whether an individual has 10 percent or more of the voting rights of the Consultant or the right to appoint a majority of the board of directors or equivalent governing body.*

*An example of indirectly holding 10 percent of a Consultant's shares: Mr. and Mrs. X each hold 50 percent of Company A. Company A in turn owns 20 percent of the Consultant. Mr. and Mrs. X each beneficially own 10 percent of the Consultant, and the names of each must be reported on the form.*

**Contract ref. No.:** [*insert Contract reference number*]

To: **[*insert complete name of Accountable Entity*]**

*[select one option as applicable and delete the options that are not applicable]*

(i) we hereby provide the following beneficial ownership information.

Details of beneficial ownership

|  |  |  |  |
| --- | --- | --- | --- |
| Identity of Beneficial Owner | Directly or indirectly holding 10% or more of the shares  (Yes / No) | Directly or indirectly holding 10 % or more of the Voting Rights  (Yes / No) | Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Consultant  (Yes / No) |
| *[include full name (last, middle, first), citizenship(s), current home and business address, email address]* |  |  |  |

***OR***

*(ii) we declare that there is no individual meeting one or more of the following conditions:*

* + directly or indirectly holding 10% or more of the shares
  + directly or indirectly holding 10% or more of the voting rights
  + directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant

OR

1. *we declare that we are unable to identify any individual meeting one or more of the following conditions. [If this option is selected, the Consultant shall provide explanation on why it is unable to identify any Beneficial Owner]*
   * directly or indirectly holding 10% or more of the shares
   * directly or indirectly holding 10% or more of the voting rights
   * directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant

OR

(iv) we declare that we are a publicly held company listed on the New York, American, NASDAQ, London, Tokyo, or Euronext Stock Exchanges, with the following ticker symbol: [Insert ticket symbol].

**In addition, we attach a graphic depicting the corporate ownership structure, including ownership percentages, if any entities or legal arrangements – such as companies, trusts, foundations, etc. – exist between the Offeror and the Beneficial Owners in the corporate ownership structure.**

We acknowledge that the Accountable Entity may use this information to review if any Beneficial Owners are sanctioned by the United States Government or by the International Financial Institutions[[4]](#footnote-5), and to review if any Beneficial Owners present a conflict of interest as described in MCC’s Procurement Policy and Guidelines. We acknowledge that failure to provide this form, or providing false information on this form, can be grounds for terminating the Contract. We also acknowledge that we will be required to provide the Accountable Entity with a new BODF upon any changes regarding beneficial ownership during the life of the Contract. We acknowledge that the Accountable Entity will reserve the right to request an updated BODF, or documentation to provide proof of beneficial ownership, at any time during the life of the Contract. We also acknowledge that the Accountable Entity will reserve the right to terminate the Contract if the Accountable Entity decides that a Beneficial Owner is unacceptable due to sanctions or an unmitigable conflict of interest.

Data Privacy Protection Waiver: The information and documents provided will be used by the Accountable Entity, the Procurement Agent for the Accountable Entity, and MCC for the reasons described above. The information and documents may be shared with the Office of Inspector General (OIG) for the U.S. Agency for International Development (USAID), which serves as the OIG for MCC, or with other law enforcement agencies if requested through appropriate protocols. The Offeror consents to the collection, storage, access, use, processing, and transfer of this data by and among these entities, and voluntarily waives any provision of any local, national, or supranational law, such as, without limitation, the European Union’s General Data Protection Regulation (GDPR) and national laws enacted in response thereto, or laws of similar effect in other jurisdictions, which would prohibit or otherwise regulate such access, processing, and transfer.

**Name of the Consultant**: \*[*insert complete name of the Consultant*]

**Name of the person duly authorized to sign on behalf of the Consultant**: \*\*[*insert complete name of person duly authorized to sign*]

**Title of the person signing**: [*insert complete title of the person signing*]

**Signature of the person named above**: [*insert signature of person whose name and capacity are shown above*]

**Date signed** [*insert date of signing*] **day of** [*insert month*], [*insert year*]

\* In the event that the Consultant is a joint venture, each reference to “Consultant” in the Beneficial Ownership Disclosure Form shall be read to refer to the joint venture member.

\*\* The power of attorney shall be attached.

1. “MCC-Funded Contract” is defined as a contract signed by an Accountable Entity or Core Team, as opposed to a contract signed by MCC, under the provisions of MCC’s Procurement Policy and Guidelines, and using funding provided by MCC, through a Compact Program, a Threshold Program, or 609(g) funding. [↑](#footnote-ref-2)
2. “MCC Funding” is defined as funding provided by MCC, through a Compact Program, a Threshold Program, or 609(g) funding [↑](#footnote-ref-3)
3. “MCC-Funded Contract” is defined as a contract signed by an Accountable Entity or Core Team, as opposed to a contract signed by MCC, under the provisions of *MCC Procurement Policy and Guidelines*, and using funding provided by MCC, through a Compact Program, a Threshold Program, or 609(g) funding. [↑](#footnote-ref-4)
4. World Bank, African Development Bank, Asian Development Bank, Inter-American Development Bank, and European Bank of Reconstruction and Development. [↑](#footnote-ref-5)