



NORWEGIAN
REFUGEE COUNCIL

Norwegian Refugee Council (NRC)

Service Contract

Provision of English and Romanian
Language Courses

Contract Number: CON-ROMO-CO-23-023

Project code: MDFM2308

This Contract together with its Annexes attached hereto is concluded between:

Service Provider:

Name: S.C. Quo Vadis SRL

Str. Sciusev 82, MD-2071, Chisinau, Republic of Moldova

Represented by Doina Crigan – Administrator

Email: office@quo-vadis.md

Business registration number 1003600096926

Hereinafter referred to as the Contractor;

Client:

Norwegian Refugee Council (NRC) in Moldova & Romania

Stiftelsen Flyktninghjelpen Foundation, Oslo Sucursala Chisinau (NRC)

Str. Bucuresti 41, MD-2012, Chisinau, Republic of Moldova

Represented by Iacopo Caridi – Moldova & Romania Country Director,

Email: Iacopo.caridi@nrc.no

Registration number: 1022620002948

Hereinafter referred to as NRC;

Together NRC and the Contractor are referred to as the Parties;

The Parties hereby agree to carry out their respective responsibilities in accordance with the provisions of this Contract and the following Annexes which form an integral part of this Contract:

Annex 1: Services and Price list

Annex 2: Scope of service

Annex 3: Ethical Standards Declaration

This Contract supersedes all prior oral or written agreements and constitutes the entire Contract between the Parties for this subject matter.

1 Communication

1.1 Any notice, approval, adjustment consent or other communication in relation to this Contract must be in writing, signed, dated and marked to the representative of the Parties.

1.2 The language for official communication between the Parties shall be English.

2 Contract Management

2.1 The Contractor's contact person for the management of this contract is:

Doina Crigan, Administrator

Tel: (373) – 69 – 328218

Email: office@quo-vadis.md

2.2 The NRC contact for the management of this contract is:

Margarita Mironova, Logistics Coordinator

Tel: (373) - 76 - 030038

Email: margarita.mironova@nrc.no

- 2.3 The Parties are obliged to inform each other immediately in writing of any circumstances, security threats or incidents which may jeopardise or cause delays of the services.

3 Scope of Service

- 3.1 This Contract between NRC and the Contractor follows the process: RFQ/ROMO/CO/23/037 for English and Romanian courses and includes the services as per the Annexes No 1 and 2.

4 Start Date and Duration

- 4.1 This contract is valid from 12 October 2023 and ending once all services have been delivered and paid for.
- 4.2 An extension of the contract can be made upon request from NRC and issuance of an amendment to this Contract.

5 Value of Contract

- 5.2 The price is not subject to any adjustments or revision because of price or currency fluctuations, or the actual costs incurred by the Contractor without a duly signed amendment to this Contract.

6 Payment Schedule

- 6.1 The payment for the services shall be done after the delivery of the services based on the Contractor's invoice and only after all the required documents are received in good order and signed by both parties.

7 Payment Terms

- 7.1 NRC shall pay by bank transfer within 30 calendar days after all the documents are received in good order. All invoices must clearly indicate the Contractors bank and bank account number.
- 7.2 Invoices are to be submitted on a per contract basis in line with the payment schedule detailed 6.1.
- 7.3 For international payments, NRC follows European Union's standard of sharing bank fees between sender and receiver. All charges from the receiving bank will have to be covered by the receiver.
- 7.4 Delays in bank transfers due compliance investigations are not the responsibility of NRC. NRC must at all times comply with rules and regulations for international transfers.

8 Transparency

- 8.1 The Parties agree that any payments related to this transaction shall be open and transparent.

9 Delivery of Services

- 9.1 NRC requires official documentation to record all services delivered. The Service Provider should formally inform the NRC about completion or delivery of services.
- 9.2 All delivered services shall be recorded in the Completion certificate for each invoice separately.
- 9.3 The Contract shall submit the attendance lists with the names and citizenship of the Course participants for each course / group.

10 Responsibilities of the Contractor

- 10.1 The Contractor shall, with due care and diligence and in accordance with the Contract execute the services.
- 10.2 The Contractor shall allow unlimited access to the NRC Representative, or to his authorised representatives, to supervise the services. NRC is entitled to review quantity and quality of materials and

workmanship used to ensure compliance with the contract documents and the standards defined by this contract.

10.3 In the event of an investigation into allegations or concerns of corruption or protection, the Contractor is expected to cooperate fully and confidentially.

10.4 In carrying out activities under this contract, the Contractor must not engage in transactions with, or provide resources or support to, any individual or entity that is subject to sanctions administered by the European Union, the United Nations, or the United States. Any violation of this clause may be grounds for contract termination.

11 Responsibilities of NRC

11.1 NRC shall supply all necessary information and written instructions for the Contractor to carry out the services properly.

12 Legal Status

12.1 The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis NRC.

12.2 The Contractor shall be responsible for complying with any legal obligations incumbent on it and its sub-contractors if any.

12.3 The Contractor certifies that it recognises and accepts that NRC's donors, including but not limited to KfW and AFD, only finance projects of the NRC subject to their own conditions which are set out in the agreements between the donor and NRC and which benefit directly or indirectly NRC. As a matter of consequence, no legal relationship exists between NRC's donors and our company, joint venture or our suppliers, contractors, subcontractors, consultants, or subconsultants under this contract. NRC retains exclusive responsibility for the preparation and implementation of the procurement/tender process and the performance of the contract.

13 Liability

13.1 The Contractors or the sub-contractors' personnel shall under no circumstances be considered as employees or agents of NRC.

13.2 The Contractor accepts full responsibility and liability for the acts or omissions of its personnel, agents, sub-contractors and/or volunteers.

13.3 The Contractor shall be liable for all risks in respect of its property and equipment used for the execution of the services.

13.4 NRC cannot under any circumstances or for any reason whatsoever be held liable for damage caused by or to the staff or property of the Contractor or its sub-contractors while the services is being carried out and NRC will therefore not accept any claim for compensation of damages or interest, or increases in payment resulting from such damage or injury.

14 Insurance

14.1 The Contractor shall provide and thereafter maintain for the duration of this contract and any extension thereof the necessary liability insurances including appropriate workmen's compensation insurance or its equivalent with respect to its employees to cover claims for personal injury and death as per the laws of the country.

15 Obligations

15.1 The Contractor shall neither seek nor accept instructions from any authority external to NRC. Contractor may not communicate at any time to any other person, government or authority external to NRC any information known to them by reason of their association with the NRC which has not been made public, except in the course of their duties or by authorisation of the NRC: nor shall Contractor at any time use such information to private advantage. These obligations do not lapse upon termination/expiry of their agreement with NRC.

16 Assignments

16.1 The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof or of any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of NRC.

17 Sub-Contracting

17.1 In the event the Contractor requires the services of a sub-contractor, the Contractor must obtain a prior written approval from NRC. The Contractor shall be fully responsible for all services performed by its sub-contractors and for all acts and omissions of such sub-contractors. The approval of NRC of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract.

18 Data Protection and Security

18.1 The Parties shall comply with all relevant Data Protection Legislation when processing Personal Data under this Contract and shall implement appropriate technical and organisational measures to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access. If processing of Personal Data is a requirement under this Contract, the Contractor shall sign a data processing / data sharing agreement, which will be annexed to this contract.

19 Officials not to Benefit

19.1 The Contractor represents and warrants that no official of NRC has been, or shall be, offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof, breach of this provision is grounds for immediate termination.

20 Ethical Standards and Good Practice

20.1 The Ethical Standards Declaration is an integral part of this contract and is binding. It is the responsibility of the Contractor to ensure that its legal representatives, employees, sub-contractors, and other agents are aware of and in compliance with the standards. Any breach of the declarations contained therein by the Contractor or any party constituting the Contractor, including employees and sub-contractors shall entitle NRC to terminate this Contract immediately without notice and at no cost to NRC.

20.2 In the event of an investigation into allegations or concerns of corruption or protection, the Contractor is expected to cooperate fully and confidentially.

20.3 In carrying out activities under this contract, the Contractor must not engage in transactions with, or provide resources or support to any individual or entity that is subject to sanctions administered by the European Union, the United Nations, or the United States. Any violation of this clause may be grounds for contract termination.

20.4 The Contractor shall comply with and promote fundamental human rights and decent working conditions enshrined in the Covenant on Economic, Cultural and Social rights and the Covenant on Civil and Political rights, and the ILO Declaration on fundamental principles and rights at work.

20.5 The Contractor shall ensure that the Contractor and any sub-contractors and suppliers comply with the above-mentioned.

21 Intellectual Property Infringement

21.1 The Contractor warrants that the use or supply by NRC of services under this Contract does not infringe on any patent, design, trade-name or trade-mark. The Contractor shall, pursuant to this warranty, indemnify, defend and hold NRC and their donors harmless from any actions or claims brought against NRC or their donors pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection under this Agreement.

22 Title Rights

- 22.1 NRC shall be entitled to all property rights including but not limited to patents, copyrights and trademarks, with regard to material which bears a direct relation to, or is made in consequence of, the services provided to the organisation by the Contractor. At the request of NRC, the Contractor shall take all necessary steps, execute all necessary documents and assist in securing such property rights in compliance with the requirements of the applicable law.

23 Use of Name, Emblem or Official Seal

- 23.1 Unless authorised in writing by NRC, the Contractor shall not advertise or otherwise make public the fact that he/she is a Contractor to NRC or use the name, emblem or official seal of NRC or any form of the name of The Norwegian Refugee Council, Flyktninghjelpen or NRC for advertising purposes or for any other purposes.

24 Inspection

- 24.1 NRC is obliged to ensure that its procurement decision are clearly justified and documented and within the Donors mandatory principles. In that regard, full and on-the-spot access must be granted to representatives by NRC or the Donor to premises belonging to the NRC or its Contractors. The right to access must include all documents and information necessary to assess or audit the implementation of the contract.
- 24.2 Inspection is at buyer's cost. If, however, an inspection must be repeated due to the vendor's default, or for the vendor's convenience, the cost of the second and any subsequent inspections for the same purchase order (or lot, if part inspection) will be charged to the vendor by the inspection company.

25 Liquidated Damages/Penalties

- 25.1 If the Contractor fails to complete the works within the agreed time for completion the Contractor shall be subject, without notice, to an assessment of liquidated damages equivalent to 0,1 percent of the Contract value per day or part thereof. NRC has the right to deduct this amount from the Contractors outstanding invoices, if any. This remedy is without prejudice to any other remedy available to NRC, including termination of Contract.
- 25.2 The payment or deduction of such penalty shall not relieve the Contractor of his obligation to complete the Contract works or from any of his obligations and liabilities under this Contract.

26 Termination

- 26.1 NRC may terminate this Contract at any time on 30 days written notice to the Contractor if, in NRC's judgment, it is in NRC's interest to do so. NRC will pay the Contractor for the part of the order that is delivered by the date of termination as set out in clause 26.3 below.
- 26.2 The Contract may be terminated, without giving notice and without paying compensation of any kind, where the Contractor:
- a) fails, without justification, to fulfil any of the obligations incumbent on it under this Contract and, after being given written notice to comply with those obligations, still fails to do so or to furnish a satisfactory explanation within 7 days;
 - b) is bankrupt or being wound up, is having its affairs administered by the courts, has suspended business activities, or is in any analogous situation;
 - c) engages in any act of fraud or corruption or is convicted of or involved in a criminal organisation or any other illegal conduct or activity detrimental to NRC's interests: this also applies to any sub-contractors;
- 26.3 Upon termination the Contractor will be entitled, except in the case of termination in accordance with 26.2 a) – c), to be paid for the order satisfactorily delivered as of the date of termination, plus reasonable substantiated direct costs incurred by the Contractor as a result of the termination, but the Contractor shall not be entitled to any other or further payment, or any damages for termination hereunder.

27 Force Majeure

27.1 Force Majeure shall mean any circumstance beyond the reasonable control of the party affected, including, without limitation, acts of nature, war invasion, revolution, insurrection, or other acts of a similar nature or force which prevents or significantly delays the performance under the Contract to such an extent that the objectives and activates of the Contract become, or are reasonably likely to become, impossible to achieve.

27.2 As soon as possible after the occurrence of a Force Majeure type situation; and latest within ten (10) days, the Contractor shall give notice and full particulars in writing to NRC of such Force Majeure. If the Contractor is thereby unable, wholly or in part, to perform his obligations and meet his responsibilities under this Contract, NRC shall then have the right to cancel the Contract by giving, in writing, seven (7) days' notice of termination. If the contract is terminated due to force majeure the Contractor shall be entitled to be paid for the part of the contract satisfactorily delivered by the date of the termination. The Contractor shall not be entitled to payment for other costs or damages.

28 Tax Exemption

28.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including its subsidiary organs, is exempt from all direct taxes and customs duties in respect of articles imported or exported for its official use. Accordingly, if flow-through tax exemption privileges are obtained for UN vendors, the Contractor authorises NRC to deduct from the Contractor's invoices any amount representing such taxes or duties charged by the Contractor to NRC. Payment of such corrected invoiced amounts shall constitute full payment by NRC. In the event any taxing authority refuses to recognise NRC's flow-through exemption from such taxes, the Contractor shall immediately consult with NRC to determine a mutually acceptable procedure.

29 Indemnification

29.1 The Contractor agrees to indemnify and hold NRC harmless and defend at its own expense NRC, its officers, agents and employees from and against all suits, claims, demands and liability of whatever nature or kind, including costs and expenses thereof and liability arising there-from, with respect to, arising from or attributable to acts or omissions of the Contractor or its employees or sub-contractors in or relating to the performance of this Contract. This provision shall extend to, but shall not be limited to, claims and liability in the nature of product liability and workmen's compensation.

29.2 The Contractor shall not permit any lien, attachment or other encumbrance by any person or entity to remain on file in any public or official office or on file with NRC against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

30 Disputes - Arbitration

30.1 The Parties shall use good faith efforts to settle amicably any dispute, controversy or claim arising out of the Contract.

30.2 In the event that the Parties are unable to resolve the dispute they shall commit to submit their dispute final to arbitration in accordance with the UNCITRAL rules.

30.3 The contract shall be construed and enforced in accordance with general principles of commercial law.

31 Amendments

31.1 No change in or modification of this Contract agreed works, price or time shall be accepted or paid for unless it has been agreed in writing between the Parties and incorporated into this Contract by an amendment duly signed by the authorised representatives of the Parties.

32 Notice

32.1 Service of any notice shall be deemed to be good if sent by registered mail to the addresses of both parties, set out in the heading of this Contract; or delivered by hand to the persons mentioned in Article 2 (with proof of reception) for both parties.

33 Overriding Clause

33.1 In the event of any conflict or inconsistencies between the clauses in this contract or any other document attached which forms part of the Contract, this main contract document shall prevail.



34 Acceptance and Acknowledgement

34.1 The Parties hereby accept the terms and conditions of this contract and its integral annexes and schedules.

34.2 The effective date of this Contract shall be the date mentioned in paragraph 4.1.

35 Parties' details:

For NRC	For the Contractor
NRC – Norwegian Refugee Council Stiftelsen Flyktningshjelpen Foundation Oslo Sucursala Chisinau (NRC) Str. Bucuresti 41, MD-2012, Chisinau, Republic of Moldova Fiscal code: 1022620002948 IBAN: MD11VI022510300000096MDL Bank name: BC Victoriabank SA SWIFT: VICBMD2X	SC Quo Vadis SRL Str. Alexei Sciusev 82 Chisinau, Republic of Moldova Fiscal code: 1003600096926 IBAN: MD60ML000000002251632603 Bank name: BC Moldindconbank SA

For NRC	For the Contractor
Name & Position Eka Gvalia, Area Manager	Name & Position Cyprian Beina
Signature & Stamp 	Signature & Stamp 

ANNEX 2 – Scope of Service

1 Objectives

As part of its Youth programming, NRC supports youth through provision of language (English and Romanian) courses to enhance their chances in getting jobs opportunity.

To achieve this objective, NRC is contracting for a service provider/recognized educational institution to deliver certified language courses.

2 Scope of work

The contracted service provider/recognized education institution will:

- **Identification** of total of 54 youth participants (60% Refugees from Ukraine and 40% Host Community - Moldovans) between the age 15 to 35 years old to be enrolled in English and / or Romanian language courses; Participants identification might be through advertisements or any other suitable way to reach the target of 54 participants. NRC will assist with the identification of refugee youth project participants.
- **Enrolment** a total of 54 youth participant in English and / or Romanian language courses. Proportion of participants (60% Refugees from Ukraine and 40% Host Community- Moldovans);
- **Administer end of course tests** to evaluate learning during the course of English and / or Romanian language courses;
- **Provide Certification** for English and / or Romanian language level once the study plan is accomplished and test is passed successfully;
- **Provide of Stationery** kits to 54 youth participants including: books, notebooks, pens and any other specific items / tools or equipment related to the English and / or Romanian language course;
- **Monitor attendance** of the classes' participants.

3 Deliverables

The contracted service provider/recognized education institution will deliver:

- List of participants enrolled to the English and / or Romanian language Courses;
- Attendance reports of the participants;
- Reports on the English and / or Romanian language Courses and the internal evaluation tests;
- Distribution lists of stationery kits received by the youth participants.

4 Duties of the Service Provider

Reports should be submitted in Microsoft Word format, in UK English [amend as appropriate]. All text should be unformatted. Graphs or other graphical devices should be editable (i.e. not pictures). All references must be cited according to convention, and detailed in a bibliography, using the Harvard system as set out in the [UNESCO Style Manual](#). All verbatim quotations must appear in quotation marks and must not be of excessive length. All data collected under the agreement must be submitted with the deliverables, in a widely recognized format such as Microsoft Excel.

Everything submitted to NRC must be the original work of the **Service Provider**. Any plagiarism in any form, or any other breach of intellectual property rights, will automatically disqualify the **Service Provider** from receiving any further payments under the contract by NRC, and NRC will seek to recover any payments already made.

The Service Provider will follow [Ethical Research Involving Children](#) guidance on the ethical participation of children. In addition, all participants in any study or other interaction will be fully informed about the nature

and purpose of the interaction and their requested involvement. Informed consent must be obtained for any photographs, audio or video recordings, etc., in accordance with NRC's policy on consent.

5 Duties of NRC

NRC will provide the following support:

- Referrals of refugee youth participants
- Provide technical support to the evaluation tests and end of course tests when needed.
- Conduct regular monitoring visits to the classes on a bi-weekly basis.

6 Implementation schedule and estimated inputs

Activity	
Phase 1: Identification, enrolment, and placement.	
1.	Identify 54 youth participants between the age of 15 to 35 years old composed as the following: 60% Refugees from Ukraine and 40% Moldovan. This will be done through advertisements for the courses provided for free.
2.	Enrolment of 54 youth participants to the English and / or Romanian language Courses.
Phase 2: Delivery of classes and conclusion.	
1.	Delivery of the English and / or Romanian language Courses;
2.	Procurement and distribution of stationery kits to 54 youth participants;
3.	Monitoring of attendance on a daily basis;
4.	Administer end of course tests to evaluate the results;
5.	Provision of certificates to graduates.



ANNEX 3 – Ethical Standards Declaration for all Supply, Service and Works Contractors

We, the undersigned, ('we', 'our' or 'us') **CONSIDERING THAT:**

FIRST, we are bidding for, or entering into, a contract with the Norwegian Refugee Council (**NRC**) to supply goods, services or works to NRC ('**the Contract**').

SECOND, we understand that as a humanitarian organisation, NRC expects its suppliers and contractors to have high ethical standards.

THIRD, we understand that NRC therefore needs us to confirm that we adhere to the required ethical standards ('**the ethical standards**') by signing this declaration ('**the Declaration**').

THEREFORE, we **DO HEREBY DECLARE** as follows:

1. Declaration concerning compliance with applicable laws and these ethical standards

We declare that we shall:

- a. Meet the ethical standards in this declaration ('ethical standards')
- b. Ensure that any party representing us, including but not limited to:
 - board members
 - directors
 - employees
 - contractors or sub-contractors, and their employees
 - consultants and sub-consultants, and their employees;
 - other legal representatives

('our Representatives') are aware of and comply with these ethical standards.

In the event that we, or our Representatives, do not meet the ethical standards at present, we shall:

- a. Explain to NRC in what way we do not currently meet the ethical standards
- b. Agree a plan and timeline with NRC to implement changes that allow us to meet the ethical standards
- c. Provide regular updates to NRC on the implementation plan.

2. Declaration concerning status

We hereby declare that neither we, nor to the best of our knowledge our Representatives, are in any of the following situations:

- 2.1. Have made an offer, payment, consideration or benefit of any kind, which constitutes illegal or corrupt practice, directly or indirectly, as an inducement or reward in relation to the tendering, awarding or execution of the Contract.
- 2.2. Are involved in any form of fraud, corruption, collusion, coercive practice, bribery, involvement in a criminal organisation or other illegal activity
- 2.3. Are insolvent, in receivership, bankrupt, or being wound up
- 2.4. Have suspended activities
- 2.5. Are subject to legal proceedings related to 2.1
- 2.6. Have at any time been found guilty and sentenced by a court, whether in the country of employment or abroad, for a criminal offence in respect of children or vulnerable adults
- 2.7. Are engaged in:
 - terrorism or the material support of terrorism

- the sale or manufacture, either directly or indirectly, of anti-personnel mines or any components produced primarily for the operation thereof
- the sale or manufacture, either directly or indirectly, of weapons
- the production of alcohol, tobacco, or pornography.

3. Declaration concerning Conflicts of Interest

We declare that neither we nor, to the best of our knowledge, our Representatives have an undisclosed conflict of interest with NRC.

Where any potential conflict of interest exists between our Representatives and NRC or any NRC staff member, we shall notify NRC in writing of the potential conflict. NRC shall then determine whether action is required.

A conflict of interest can be due to a relationship with an NRC staff member such as family or friends.

We understand that if we fail to report a potential conflict of interest and are later found to have a conflict of interest, we may be removed from the NRC vendor database.

4. Declaration concerning compliance with national law

We declare that we and, to the best of our knowledge, our Representatives:

- 4.1. comply with all applicable laws and regulations in effect in the country or countries where the Contract will be carried out.
- 4.2. comply with all applicable export laws concerning the country or countries where the Contract will be carried out.
- 4.3. are registered with the relevant government authority with regard to taxation for the duration of the Contract.
- 4.4. pay taxes according to all applicable national laws and regulations for the duration of the Contract.

5. Declaration concerning compliance with labour standards

We declare that we and, to the best of our knowledge, our Representatives:

We declare that we and, to the best of our knowledge, our Representatives comply with applicable national labour law standards and the International Labour Organisation Declaration on Fundamental Principles and Rights at Work. Specifically, we declare that we and, to the best of our knowledge, our Representatives comply with the following minimum labour standards:

5.1. Working Conditions

- a. All workers receive a contract of employment that is written in a language they understand.

- b. All workers are free to leave after giving reasonable notice.
- c. All workers have the right to join or form trade unions of their own choosing and to bargain collectively.
- d. No worker is required to lodge 'deposits' or identity papers or immigration documents in order to obtain employment.

5.2. Wages and benefits

- a. Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. Wages are always sufficient to meet basic needs.
- b. No deductions from wages are made as a disciplinary measure.

5.3. Working time

- a. Working hours comply with national laws and benchmark industry standards, whichever affords greater protection. Whenever possible working hours do not exceed 48 hours per week (8 hours per day).
- b. Workers are provided with at least one day off for every 7-day period.

5.4. Health and safety

- a. Steps are taken to prevent accidents and injury to health arising out of, associated with, or occurring in, the course of work, by minimizing, so far as is reasonably practicable, the causes of hazards inherent in the working environment.
- b. Workers receive regular and documented health and safety training, and such training is repeated for new workers.
- c. Workers have access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage is provided.
- d. Accommodation, where provided, is clean, safe and adequately ventilated.

5.5. Discrimination and abuse

- a. No worker is forced, bonded or an involuntary prison worker.
- b. There is no discrimination at the workplace based on ethnic background, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.
- c. Measures are in place to protect workers from sexually intrusive, threatening, insulting or exploitative behaviour, and from discrimination or termination of employment on unjustifiable grounds, e.g. marriage, pregnancy, parenthood or HIV status.
- d. Physical abuse or punishment, or threats of physical abuse, sexual or other harassment and verbal abuse, as well as other forms of intimidation, are prohibited.

5.6. Persons under 18

- a. No persons under the age of 18 shall be engaged in work which is hazardous to their health or safety, including night work.
- b. The working hours and nature of work of any worker who is under the age of 18 shall not interfere with their opportunity to complete his or her education.

6. Declaration concerning the environmental standards

We declare that

we and, to the best of our knowledge, our Representatives comply with applicable national environmental law standards and with international environmental standards, to the greatest extent possible.

Specifically, we declare that we and, to the best of our knowledge, our Representatives adhere to the following standards:

- 6.1. We respect national and international environmental legislation and regulation.
- 6.2. We ensure that production and extraction of raw materials for production does not contribute to the destruction of the resources and income base for marginalised populations, such as in claiming large land areas or other natural resources on which these populations are dependent.
- 6.3. We take environmental measures into consideration throughout the production and distribution chain ranging from the production of raw material to the consumer sale. This includes reasonable steps to minimise negative environmental impacts (e.g. emissions, water usage, waste) and to use - where possible - sustainable resources. Local, regional and global environmental aspects shall be considered. The local environment at the production site will not be exploited or degraded by pollution and waste.
- 6.4. We carefully manage hazardous chemicals and other substances in accordance with documented safety procedures.

7. Declaration concerning protection from sexual exploitation and abuse

We and, to the best of our knowledge, our Representatives comply with international standards related to protection from sexual exploitation and abuse (PSEA) and sexual harassment.

Specifically, we declare that we and, to the best of our knowledge, our Representatives adhere to the following standards:

- 7.1. We take sexual misconduct seriously and ensure that any employee found to have carried out sexual misconduct will be subject to disciplinary action.
- 7.2. We will ensure, that none of our employees engage in any sexual activity with persons (adult or child) in relation with this contract regardless of the age of majority or consent locally.
- 7.3. We will ensure that none of our employees produce, procure, distribute or use sexually explicit material in any activities under the Contract or on any sites used under the Contract.
- 7.4. We will ensure that none of our employees will exchange money, employment, goods or services for sex, including sexual favours or other forms of humiliating, degrading, or exploitative behaviour. This prohibition extends to any use of sex trade workers. If any sexual misconduct is found to have taken place, such employees face disciplinary action.
- 7.5. We shall report any incident or complaint of sexual misconduct or child abuse related to the activities carried out under the Contract through NRC's PSEA and Safeguarding Unit at psea@nrc.no.

7.6. We shall report any known or reported sexual relationship between our employees and NRC staff to NRC.

8. Declaration concerning protection of children

We declare that neither we nor, to the best of our knowledge, our Representatives are engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child. We commit to upholding international and national laws and policies regarding child safeguarding. Specifically, we declare that we and, to the best of our knowledge, our Representatives adhere to the following standards:

- 8.1. We support and protect the complainant, survivors and witnesses of any raised incidents or complaints of sexual misconduct or child abuse.
- 8.2. We will ensure, that our employees will not abuse or exploit children or act in a manner that may place a child at risk of harm.
- 8.3. We will ensure that our employees are not left alone with children.
- 8.4. We will ensure our employees will not ask children for personal contact details without a valid reason to do so.
- 8.5. We listen, to the best of our ability, to children's views and opinions and treat boys and girls in a manner that is respectful of their rights and dignity during the performance of the Contract.
- 8.6. We shall report any suspicion of child safeguarding concerns through the Complaints and Feedback Mechanism, provided by the NRC contract focal point and at psea@nrc.no.

9. Declaration concerning anti-human trafficking

We declare that neither we nor, to the best of our knowledge, our Representatives are engaged in trafficking in persons as defined in the protocol to Prevent, Suppress and Punish Trafficking in Persons or the UN Convention against Transnational Organized Crime. Specifically, we declare that we and, to the best of our knowledge, our Representatives adhere to the following standards:

- 9.1. We do not solicit persons for the purpose of employment, or offer employment by means of materially

false or

fraudulent pretences, representations, or promises.

- 9.2. We do not charge employees recruitment fees.
- 9.3. We do not provide or arrange housing for employees that does not meet host country housing and safety standards.
- 9.4. We commit to report any suspected violations of this clause to NRC immediately.
- 9.5. We commit to make our Representatives aware of the trafficking related prohibitions outlined above and share the Global Human Trafficking Hotline Information with them (1-844-888-FREE, help@befree.org).

10. General

We understand that:

- 10.1. The Declaration will be kept on file for a period of 10 years.
- 10.2. The Declaration will be updated every year or more often as appropriate.
- 10.3. We must inform NRC immediately in the event that there is a change to the Declaration.
- 10.4. NRC may perform checks to verify that the ethical standards are adhered to and shall be granted reasonable access to our premises and to our documentation, computer systems etc, in order to be allowed to do so.
- 10.5. In the event that NRC deem that we fail to meet or are not taking appropriate steps to meet, the ethical standards, NRC may immediately terminate any and all contracts and agreements we have with them and at no cost to NRC.

11. Requirement to notify NRC

We shall immediately notify NRC through the Complaints and Feedback Mechanism, provided by the NRC contract focal point if:

- 11.1. Any allegations of alleged corruption, sexual exploitation or abuse, or child abuse are made against us or, to the best of our knowledge, our Representative, during the Contract, whether relating to the Contract or not.
- 11.2. Any allegations are made, or any changes occur, in relation to any of the declarations made herein

Signed on our behalf as follows:

Signature	
Name	
Position	
Date	
Place	