



### SIMPLIFIED PURCHASE AGREEMENT

<b>Purchase Agreement:</b> XXX	<b>Delivery Incoterm:</b> FCA-XXXX
<b>Effective Start Date:</b> Month/Day/Year	<b>Payment Terms:</b> 45 Net Days
<b>Effective End Date:</b> Month/Day/Year	<b>Total SPA Price:</b> \$XX,XXX.XX

<b>Supplier:</b> Name: POC: Address: Telephone: Email Address:	<b>Consign To:</b> Consignee Organization: Attention: Attn:  Telephone: (
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<b>Bill To:</b> Project Name: USAID Global Health Supply Chain Program - Procurement and Supply Management (GHSC-PSM) Project Attention: GHSC-PSM Finance (PSMinvoices@ghsc-psm.org) 251 18th Street South, Suite 1200, Arlington, VA 22202, USA Telephone: +1-202-558-5825	<b>Ship To:</b> Ship To Organization: Attention: Telephone:
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Sourcing Item Description	Quantity	Supplier Unit Price	Total Net Price	Good Available for Shipping	Unit Form

The Simplified Purchase Agreement (SPA) includes a Total SPA Price in the amount of USD \$XX,XXX.XX. Subcontractor shall not be paid any amount in excess of the Total SPA Price without advance, written approval of Chemonics



**Additional Notes:**

- This simplified purchase agreement is issued by Chemonics International, Inc. ("Chemonics") on behalf of the USAID Global Health Supply Chain Program – Procurement and Supply Management project, USAID Prime IDIQ Contract No. AID-OAA-I-15-00004 / Task Order No AID-OAA-TO-15-00007. This project is being implemented by Chemonics in the Cooperating Country of XXX.XX.
- All commodities must meet the agreed upon specifications from the Supplier's offer in response to the sourcing event (Reference Number) and/or incorporated in this SPA
- The authorized USAID Geographic Code for this Simplified Purchase Agreement is Geographic Code **935**.
- If Supplier is unable to meet the Goods Available Date specified in this SPA, it will notify the Chemonics representative responsible for the technical direction of this order, Deputy Global Supply Chain Director Rodolphe Peltier (rpeltier@ghsc-psm.org) , or his/her designee, in writing at the earliest opportunity possible with the new anticipated Goods Available Date. The Chemonics technical representative will review the request and provide the Supplier with acceptance of this revised Goods Available Date in writing.
- The terms and conditions (Attachment 1) found in the following pages are incorporated into and form an integral part of this simplified purchase agreement.
- Goods with a Shelf Life must be freshly manufactured, and thus have maximum possible shelf life. Goods with a maximum possible shelf life of less than 24 months shall have at least 85% of shelf life remaining when delivered. Goods with a maximum possible shelf life of more than 24 months shall have at least 24 months, or 85%, of shelf life remaining whichever is longer, when delivered. No Goods will be accepted which do not comply with these requirements unless Chemonics has agreed in writing to different requirements, in which case the Goods must strictly comply with those modified requirements. The period of warranty referenced in Section VI for all goods with a shelf life shall be no less than the minimum Shelf Life of the Goods.
- The Supplier shall provide a Packing List with items, weights and dimensions per pallet as well as a Detailed Packing List listing aggregate quantities per item, weights and dimensions as well as shipping conditions applicable to the items (temperature control, i.e. frozen, 2-8C, 5-25C, ambient) and all batch numbers for each, i.e. carton 1 of 50, batch #2, qty 500. Supplier shall comply with packaging and shipping instructions related to the INCOTERM.
- Temperature control: Supplier shall provide a separate set of commercial documents for each of the temperature control category groups, i.e. frozen minus 20 Celsius, cold chain 2-8 Celsius, 15-25 Celsius, ambient 2-30 Celsius. Supplier shall guarantee frozen minus 20 Celsius and cold chain shipments 2-8 Celsius for a duration of 96 hours and shall provide temperature loggers for each and every order that is frozen minus 20 Celsius and cold chain shipments 2-8 Celsius. Unless specifically requested in the Order, Supplier shall not deliver on weekends or during the destination country local holidays or day before the destination country local holidays.
- Any representations and certifications submitted resulting in award of this Simplified Purchase Agreement (SPA) are hereby incorporated either in full text or by reference, and any updated representations and certifications submitted thereafter are incorporated by reference and made a part of this SPA with the same force and effect as if they were incorporated by full text. By signing this SPA, the Supplier hereby certifies that as of the time of award of this SPA: (1) the Supplier, including its principals, is not debarred, suspended or proposed for debarment or declared ineligible for award by any U.S. Federal agency; (2) no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a member of the U.S. Congress on its behalf in connection with awarding the contract or this SPA; and (3) no changes have occurred to any other representations and certifications made by the Supplier resulting in award of this SPA. The Supplier agrees to promptly notify Chemonics in writing of any changes occurring at any time during performance of this SPA to any representations and certifications submitted by the Supplier

**Chemonics Authorization of SPA**

Chemonics International, Inc.

By: \_\_\_\_\_  
 Signatory Name: \_\_\_\_\_  
 Signatory Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Supplier Acceptance of SPA**

XXXXXX

By: \_\_\_\_\_  
 Signatory Name: \_\_\_\_\_  
 Signatory Title: \_\_\_\_\_  
 Date: \_\_\_\_\_



## Attachment 1: Chemonics International Simplified Purchase Agreement Standard Terms and Conditions

### I. DEFINITIONS:

The following definitions apply to this Simplified Purchase Agreement and any related correspondence.

- A. "Chemonics" means Chemonics International, Inc.
- B. "Cooperating Country" means the country(ies), identified on the Simplified Purchase Agreement cover page, where the equipment will be used.
- C. "Delivery Incoterm" refers to the international commerce term (Incoterm) established by the International Chamber of Commerce, [www.iccwbo.org](http://www.iccwbo.org).
- D. "FAR" means the United States Federal Acquisition Regulation.
- E. "Geographic Code" means the country(ies) or area(s) assigned by USAID to a certain three digit code, as defined in United States Code of Federal Regulations (CFR) in 22 CFR §228, available at <http://www.gpo.gov/fdsys/pkg/CFR-2015-title22-vol1/pdf/CFR-2015-title22-vol1-part228.pdf>.
- F. "Supplier" means the individual or firm, identified on the Simplified Purchase Agreement cover page, supplying the goods and/or services under this order.
- G. "U.S." or "United States" means the United States of America, including any State(s) of the United States, the District of Columbia, and areas of U.S.-associated sovereignty, including commonwealths, territories and possessions.
- H. "USAID" means the United States Agency for International Development.

### II. CONTRACT:

This Simplified Purchase Agreement (SPA), when properly completed and signed by both parties, is the only form which will be recognized by Chemonics and will constitute the fixed-price contract. No terms stated by the Supplier in accepting or acknowledging this order shall be binding on Chemonics unless accepted in writing by Chemonics. The Simplified Purchase Agreement may not be assigned or delegated, in whole or in part, by the Supplier without the written consent of Chemonics; absent such written consent, any assignment is void.

### III. PAYMENT:

Payment shall be made—via check or wire transfer—in the currency identified on the Simplified Purchase Agreement cover page for items that have been delivered to the delivery destination(s) set forth in the Simplified Purchase Agreement and that have been inspected and accepted by Chemonics. The Supplier shall submit an original invoice (or electronic invoice, if authorized) that includes, at a minimum: (a) name and address of the Supplier; (b) invoice date and number; (c) SPA number; (d) description, quantity, unit of measure, unit price and extended price of the items delivered. Payment will only be issued to the Supplier identified on the Simplified Purchase Agreement cover page; payment will not be issued to a third party.

### IV. ELIGIBILITY OF COMMODITIES AND SUPPLIERS:

The Supplier shall adhere to the following in carrying out this Simplified Purchase Agreement.

- A. All commodities must be new and unused unless otherwise authorized in writing by Chemonics.
- B. All electrical commodities must operate on the voltage and frequency identified on the Simplified Purchase Agreement cover page. Transformers will not be accepted. Auto-sensing, multi-voltage power supplies are preferred over single-voltage items.
- C. All commodities supplied under this order must comply with the authorized USAID Geographic Code identified on the Simplified Purchase Agreement cover page in accordance with 22 CFR §228 ("Rules for Procurement of Commodities and Services Financed by USAID" available at <http://www.gpo.gov/fdsys/pkg/CFR-2015-title22-vol1/pdf/CFR-2015-title22-vol1-part228.pdf>), unless otherwise indicated in writing by Chemonics.
- D. No commodities made in—or containing a component made in—Cuba, Iran, North Korea, or Syria may be supplied.
- E. The Supplier must be an organization incorporated or legally organized under the laws of—or (if an individual) a citizen or legal resident of—a country in the USAID Geographic Code identified on the SPA cover page. The Supplier must also meet the nationality requirements of 22 CFR 228.
- F. No commodities or services shall be eligible for payment under this order if provided by a vendor included on any list of suspended, debarred, or ineligible bidders used by USAID or the United States Government.
- G. All Goods with a Shelf Life must be freshly manufactured, and thus have maximum possible shelf life. Goods with a maximum possible shelf life of less than 24 months shall have at least 85% of shelf life remaining when delivered. Goods with a maximum possible shelf life of more than 24 months shall have at least 24 months, or 85%, of shelf life remaining whichever is longer, when delivered. No Goods will be accepted which do not comply with these requirements unless Chemonics has agreed in writing to different requirements, in which case the Goods must strictly comply with those modified requirements. The period of warranty referenced in Section VI for all goods with a shelf life shall be no less than the minimum Shelf Life of the Goods.
- H. The Supplier shall provide a Packing List with items, weights and dimensions per pallet as well as a Detailed Packing List listing aggregate quantities per item, weights and dimensions as well as shipping conditions applicable to the items (temperature control, i.e. frozen, 2-8C, 5-25C, ambient) and all batch numbers for each, i.e. carton 1 of 50, batch #2, qty 500. Supplier shall comply with packaging and shipping instructions related to the INCOTERM.
- I. Temperature control: Supplier shall provide a separate set of commercial documents for each of the temperature control category groups, i.e. frozen minus 20 Celsius, cold chain 2-8 Celsius, 15-25 Celsius, ambient 2-30 Celsius. Supplier shall guarantee frozen minus 20 Celsius and cold chain shipments 2-8 Celsius for a duration of 96 hours and shall provide temperature loggers for each and every order that is frozen minus 20 Celsius and cold chain shipments 2-8 Celsius. Unless specifically requested in the Order, Supplier shall not deliver on weekends or during the destination country local holidays.

### V. ELIGIBILITY OF TRANSPORTATION SERVICES:



Any ocean or any international air shipments financed by this Simplified Purchase Agreement must be made on carriers and vessels under flag registry of the United States. If such carriers or vessels are not available, the Supplier shall notify Chemonics prior to shipment in order to request further written instructions. Failure to use such U.S. flag carriers/vessels without prior written authorization from Chemonics shall be grounds for unilateral termination for default of the Simplified Purchase Agreement by Chemonics, with no payment being issued for any shipping/transportation costs.

#### **VI. WARRANTY:**

The Supplier warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this SPA. All equipment and commodities supplied and all services rendered under this order must be covered by the manufacturer's standard international warranty which shall, at a minimum, protect Chemonics from any loss due to defective workmanship, material, and parts, for twelve (12) months (unless otherwise stated on the SPA document) after the equipment is delivered to and accepted by Chemonics. The period of warranty for all goods with a shelf life shall be no less than the minimum Shelf Life of the Goods. In the event that the warranty is breached, Chemonics may require, and the Supplier is bound, to remedy all defects and faults, including both workmanship and materials within a reasonable time of notification. The Supplier shall be responsible for all necessary domestic transportation charges required to ship the defective commodities to the Supplier and replacement commodities to Chemonics. In the event of the Supplier's refusal, failure, or inability to remedy such discrepancies within a reasonable time of notification, Chemonics may remedy such defects on its own and claim the reasonable cost of such remedial action from the Supplier. At the time that any commodity delivered under this SPA is transferred from Chemonics to the Government of the Cooperating Country or another entity within the Cooperating Country, all rights to warranty support and service shall be transferred with the commodity to that entity's end-user.

#### **VII. INSPECTIONS AND ACCEPTANCE:**

The Supplier shall only tender for acceptance those items that conform to the requirements of this SPA. Chemonics reserves the right to inspect or test any supplies or services that have been tendered for acceptance. Chemonics may require repair or replacement of nonconforming commodities or re-performance of nonconforming services at no increase in Simplified Purchase Agreement price. If repair/replacement or re-performance will not correct the defects or is not possible, Chemonics may seek an equitable price reduction or adequate consideration for acceptance of nonconforming commodities or services. Chemonics must exercise its post-acceptance rights within a reasonable time after the defect was discovered or should have been discovered.

#### **VIII. GOVERNING LAW AND RESOLUTION OF DISPUTES:**

- A. Governing Law. This Simplified Purchase Agreement, including any disputes related thereto, shall be governed by the laws of the District of Columbia, U.S.
- B. Disputes between the Parties. The following procedures shall govern the resolution of any controversy, dispute or claim between or among the "Parties," arising out of the interpretation, performance, breach or alleged breach of this Simplified Purchase Agreement ("Dispute").
  - (1) *Negotiation*. The Parties shall promptly attempt to resolve any Dispute by negotiation in the normal course of business. If, after good faith efforts, the Dispute is not resolved, either Party may request in writing that the Dispute be resolved via Executive Consultation pursuant to subparagraph (B)(2) below.
  - (2) *Executive Consultation*. For Disputes submitted to Executive Consultation, each Party shall designate a senior company official with authority and responsibility for attempting to resolve the matter. The Party initiating the claim shall provide, in addition to documents supporting the claim, a brief summary of the claim, its perception of the positions of the Parties and any perceived barriers to settlement of the case. Within 30 calendar days after delivery of the claim summary, the Parties shall meet and attempt to resolve the Dispute. If the Dispute is not resolved within 45 days from submission of the claim summary, or such other amount of time as agreed between the Parties, the claiming Party may proceed under subparagraph (3) below.
  - (3) *Arbitration*. Any controversy or claim between the Parties arising out of or relating to this Simplified Purchase Agreement, or the breach thereof, that has not been resolved by Executive Consultation, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Arbitration Rules, including the Optional Rules for Emergency Measures of Protection, unless otherwise provided herein. The arbitrators shall not be empowered to award damages in excess of compensatory damages and each Party expressly waives and foregoes any right to punitive, exemplary, or similar damages. Each Party will bear the cost of its own Attorney-Fees. The Arbitration shall be in Washington, D.C., unless otherwise agreed between the Parties.
  - (4) *Obligation to perform work*. Supplier shall diligently proceed with the performance of work pending final resolution of any Dispute.
- C. The Supplier acknowledges and agrees that it has no direct action against the U.S. Government or USAID for any claims arising under this SPA.

#### **IX. INDEMNITY AND SUPPLIER WAIVER OF BENEFITS:**

The Supplier agrees to indemnify and save harmless Chemonics and its officers, employees, and agents from and against any and all claims and liability, loss, expenses, suits, damages, judgments, demands, and costs (including reasonable legal and professional fees and expenses) arising out of the Supplier's provision of goods or services under this Simplified Purchase Agreement.

#### **X. EXCUSABLE DELAYS:**

The Supplier shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Supplier and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign



or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Supplier shall notify Chemonics in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Chemonics of the cessation of such occurrence.

**XI. CHANGES:**

Chemonics may at any time, by written order, and without notice to the sureties, make changes within the general scope of this Simplified Purchase Agreement. If any such changes cause an increase or decrease in the cost, or the time required for the performance, of any part of the work under this Simplified Purchase Agreement, an equitable adjustment shall be made in the Simplified Purchase Agreement price or delivery schedule, or both, and the Simplified Purchase Agreement shall be modified in writing accordingly. Any claim by the Supplier for adjustment under this Simplified Purchase Agreement must be asserted within thirty (30) days from the date of receipt by the Supplier of the modification or change.

**XII. TERMINATION FOR CONVENIENCE:**

Chemonics reserves the right to terminate this Simplified Purchase Agreement, or any part hereof, for its sole convenience. In the event of such termination, the Supplier shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this SPA, the Supplier shall be paid a percentage of the SPA price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Supplier can demonstrate to the satisfaction of Chemonics using its standard record keeping system, have resulted from the termination. The Supplier shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give Chemonics any right to audit the Supplier's records. The Supplier shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

**XIII. TERMINATION FOR CAUSE:**

Chemonics may terminate this Simplified Purchase Agreement, or any part hereof, for cause in the event of any default by the Supplier, or if the Supplier fails to comply with any SPA terms and conditions, or fails to provide Chemonics, upon request, with adequate assurances of future performance. In the event of termination for cause, Chemonics shall not be liable to the Supplier for any amount for supplies or services not accepted, and the Supplier shall be liable to Chemonics for any and all rights and remedies provided by law. If it is determined that Chemonics improperly terminated this SPA for default, such termination shall be deemed a termination for convenience.

**XIV. TITLE:**

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to Chemonics upon acceptance, regardless of when or where Chemonics takes physical possession. Chemonics retains the right to transfer title at any time to any organization or entity in the Cooperating Country. At the time that any items supplied under this Simplified Purchase Agreement are transferred any entity within the Cooperating Country, all rights to warranty support and service provided to Chemonics under this Simplified Purchase Agreement shall be transferred with the items to the new end-user. The Supplier shall continue to honor all warranty support and services for the duration of the warranty period.

**XV. RISK OF LOSS:**

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to Chemonics upon acceptance, regardless of when or where Chemonics takes physical possession. Chemonics retains the right to transfer title at any time to any organization or entity in the Cooperating Country. At the time that any items supplied under this Simplified Purchase Agreement are transferred any entity within the Cooperating Country, all rights to warranty support and service provided to Chemonics under this Simplified Purchase Agreement shall be transferred with the items to the new end-user. The Supplier shall continue to honor all warranty support and services for the duration of the warranty period.

**XVI. WORKER'S COMPENSATION INSURANCE:**

If the order involves performance of incidental services (installation of USAID-financed equipment or the training of personnel in the maintenance, operation, and use of such equipment) outside of the United States, then before commencing performance under this Simplified Purchase Agreement the Supplier shall maintain coverage through worker's compensation insurance or security covering each employee to the extent required by the Defense Base Act (DBA) of the United States (42 U.S.C. 1651) but in any event equivalent to coverage required by law or custom in the location where the Supplier's employee is performing services.

**I. TAXES:**

The agreement under which this Purchase Order is financed does not permit the financing of any taxes, VAT, tariffs, duties, or other levies imposed by any laws in effect in the Cooperating Country. No such Cooperating Country taxes, VAT, charges, tariffs, duties or levies will be paid under this Purchase Order.

**I. SET OFF CLAUSE:**

Chemonics reserves the right of set-off against amounts payable to the Supplier under this Simplified Purchase Agreement or any other agreement the amount of any claim or refunds Chemonics may have against the Supplier.

**II. COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS:**



The Supplier shall comply with all applicable laws, ordinances, codes, regulations, and other authoritative rules of the United States and of the Cooperating Country and their political subdivisions and with the standards of relevant licensing boards and professional associations.

**III. TERRORIST FINANCING PROHIBITION:**

The Supplier is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Supplier to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts issued under this Simplified Purchase Agreement.

**IV. ANTI - CORRUPTION AND ANTI – KICKBACK:**

No offer, payment, consideration, or benefit of any kind which constitutes an illegal or corrupt practice shall be made, either directly or indirectly, as an inducement or reward for the award of this Simplified Purchase Agreement. Any such practice will be grounds for canceling the award of this order and for such other actions, civil and or/criminal, as may be applicable. The Supplier and its employees, whether directly or indirectly engaged in the performance of this Simplified Purchase Agreement, agree to abide by the terms of The United States Anti-Kickback Act of 1986, which prohibits any person from providing or attempting to provide any kickback; soliciting, accepting, or attempting to accept any kickback; or including, directly or indirectly, the amount of any kickback in the contract price charged by the Supplier to Chemonics.

**V. COMPLIANCE WITH U.S. EXPORT LAWS:**

In furtherance of this Simplified Purchase Agreement, the Supplier warrants and agrees to comply with all U.S. laws and regulations governing its international activities, including but not limited to: (i) the export or re-export of goods, technology, and services under the International Traffic in Arms Regulations, 22 C.F.R. Parts 120 et seq.; (ii) the Export Administration Regulations, 15 C.F.R. Parts 730 et seq.; (iii) the Foreign Asset Control Regulations, 31 C.F.R. Chapter V; and (iv) other applicable U.S. laws and regulations. The Supplier undertakes to determine any export license requirements, to obtain any export license or other official authorization, and to carry out any customs formalities for the export of goods or services. The Supplier agrees to cooperate in providing any reports or other documentation related to export compliance requested by Chemonics. The Supplier agrees to indemnify and defend Chemonics for any penalties, fines, or other regulatory action taken against Chemonics as a result of the Supplier's non-compliance with this provision.

**VI. CLAUSES INCORPORATED BY REFERENCE:**

This SPA includes the appropriate flow-down clauses as required by the Federal Acquisition Regulation (FAR). This Simplified Purchase Agreement incorporates the following clauses of the United States Federal Acquisition Regulation (48 CFR, Chapter 1) by reference, with the same force and effect as if they were given in full text. The full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/?q=browsefar>. It is understood and agreed that the Supplier may be obligated by and to Chemonics for any documentation required of Chemonics under these clauses, and that references to the "Contractor" may also refer to the "Supplier". The Supplier hereby agrees to abide by the terms and conditions imposed by these clauses. References in the text of these incorporated clauses to "the Government" or "Contracting Officer" may, depending on their context, refer to "Chemonics," and references to "the Contractor" may refer to "the Supplier."

FAR Clause Number	FAR Clause Title
52.222-50	Combating Trafficking in Persons (Mar 2015)
52.225-13	Restrictions on Certain Foreign Purchases (Jun 2008)
52.225-14	Inconsistency Between English Version and Translation of Contract (Feb 2000)