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**DRAFT Contract No: MCAT/COM/138/**

**Lump-Sum**

**Individual Consultant Contract**

**for the provision of  
Services as a Monitoring & Evaluation Advisor**

**between**

**MILLENNIUM CHALLENGE ACCOUNT - TANZANIA  
Of THE UNITED REPUBLIC OF TANZANIA**

**and**

**Dated: January 2011**

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**LUMP-SUM CONTRACT  
FOR INDIVIDUAL CONSULTANT**

THIS CONTRACT (“Contract”) is entered into this..... , 2011, by and between the **Millennium Challenge Account-Tanzania** (“the Client”) having its principal place of business at Development House, Kivukoni Front/Ohio Street, Dar es Salaam, Tanzania and ..... (“the Consultant”) having his/her principal address located at ....., on the other part.

WHEREAS, the Client wishes to have the Consultant perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services as agreed hereunder,

NOW THEREFORE THE PARTIES hereby agree as follows:

**1. Services** (i) The Consultant shall perform the services specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).

**2. Term** The Consultant shall perform the Services during the period commencing ..... **2011** (hereinafter referred to as “effective date”) and continuing through ..... or any other period as may be subsequently agreed by the parties in writing.

This Contract may be renewed, extended, modified, amended and or altered as may be agreed by the parties in writing. Either party may, with thirty days notice, issue in writing to the other party stating his/her intention to amend, renew, extend, modify and or alter any provision of this contract. Such renewal, amendment, extension or alteration shall become effective upon written acceptance by the other party.

**3. Location** The Consultant shall deliver the services specified in Annex A at Dares Salaam, Tanzania or as otherwise agreed with the Client.

**4. Payment** A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed..... **United States Dollars (US\$..... )** (the “**Contract Price**”) on the basis of a maximum of thirty (30) months input. The Base Period, twelve (12) months, shall be US\$ .....and Option Period

1 twelve (12) months, shall be US\$..... and Option Period 2, six (6) months, shall be US\$.....This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant. In the event that any additional services or time shall be required by the Client, this will be charged at the rates in Appendix B.

**B. Schedule of Payments**

**Base Period**

<u>Deliverable</u>	<u>Due</u>	<u>% of Base Period Cost</u>
Inception Report/ Draft Work Plan	ED+14 days	15%
Monthly report (10)	From month 2	7% per report (70% total)
Final Report	10 days before end Of Month 12	15%
	Sub Total:	100% of Base Cost

**Option Period 1**

<u>Deliverable</u>	<u>Due</u>	<u>% of Option Period 1 Cost</u>
Monthly Report (11)	From month 13	8% per report (88% total)
Final Report	10 days before the end of month 24	12%
Sub total		100% of Option Period 2

**Option Period 2**

<u>Deliverable</u>	<u>Due</u>	<u>% of Option Period Cost</u>
Monthly Reports (5)	From month 24	16% per report (80% total)
Final Report	10 days before the end of Month 30	20%
Sub total		100% of Option Period 1

[ED = Effective Date of Contract Commencement]

### C. Payment Conditions

#### **Invoice Delivery**

The original tax-exempt invoice, all copies and all related correspondence and documents shall be delivered to the Document Intake Coordinator at the MCA-Tanzania offices.

The invoice will be deemed received with the placement of an indelible date stamp and the Document Intake Coordinator initializing the face of the original invoice, subject to the invoice being approved by the MCA-Tanzania.

#### **Payment Terms**

MCA-Tanzania will make its best efforts to provide payment within 30 days after receipt of the invoice **subject to the applicable report and invoice each being approved by MCA-Tanzania.**

No other terms or conditions shall be implied, or noted on the face or back of the invoice or copies.

#### **Rejection of Invoice**

An invoice may be rejected outright i.e. not marked as received, or may be rejected through the invoice approval process i.e. marked as received then found to be deficient. If an invoice is rejected by MCA-Tanzania, the Consultant will be informed as soon as practicable. The advice of rejection will contain the reason(s) for the rejection and, where possible, how to cure the deficiency.

Once the invoice has been corrected and resubmitted and approved by MCA-Tanzania, the 30 day processing period will start anew.

#### **Payment Accounts**

The accounts to which payments are to be made are:

Bank: *[To be provided by the Consultant]*

Account Name:

Account Number:

Swift Code:

Correspondent Bank:

Swift Code:

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**5. Project Administration****A. Coordinator.**

The Consultant shall be supervised by MCA-T Deputy Chief Executive Officer (DCEO) (the “Coordinator”). The Coordinator shall be responsible for the supervision of activities under this Contract including acceptance and approval of the reports and of other deliverables and for receiving and approving invoices for payment.

**B. Working Hours**

The working hours of the Consultant will be based on the normal working hours of the client. The Consultant shall not be entitled to be paid overtime.

**C. The Consultant shall be entitled to a maximum of 20 working days leave per calendar year through the duration of the Contract to be taken upon consultation and agreement with the Coordinator.****D. Records and Accounts**

The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Client reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant’s records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

**6. Assistance and Exemptions**

The Client shall use its best efforts to ensure that the Government of Tanzania shall:

- (a) Arrange for the Consultant to be provided promptly with the necessary entry visa.
- (b) Provide the Consultant with work permits and such other documents as shall be necessary to enable the Consultant to perform the Services and to stay in Tanzania for the duration of the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the

Consultant.

- (d) Grant to the Consultant the privilege, pursuant to the Applicable Law, of bringing into Tanzania reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Consultant and of withdrawing any such amounts as may be earned therein by the Consultant in the execution of the Services.

The Client shall provide the facilities and services defined in the Terms of Reference at Annex A.

- 7. Performance Standards** The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.
- 8. Confidentiality** The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 9. Ownership of Material** Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. These documents, reports etc shall not be disclosed by the Consultant to anyone other than the Client without the prior written consent of the Client.
- 10. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
- 11. Limitations** Except in the case of gross negligence or willful misconduct on the part of the Consultant or in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:
- (i) for any indirect or consequential loss or damage; and
  - (ii) for any direct loss or damage that exceeds the total value of the Contract.
- 12. Eligibility** The Consultant and any sub-contractors must comply with the eligibility requirements of the Millennium Challenge Corporation throughout the duration of the Contract. If at any time the Consultant becomes ineligible, the contract may be terminated.
- 13. Insurance** The Consultant will be responsible for taking out any appropriate

insurance coverage as may be agreed with the Client.

**14. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.

**15. Law Governing Contract and Language** The Contract shall be governed by the laws of the United Republic of Tanzania, and the language of the Contract shall be English.

**16. Termination** Either party may terminate the contract by giving thirty (30) days notice of termination.

Upon termination of this Contract by notice of either Party, pursuant to Clause 2 of the Contract:

- a) the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall hand these over to the Client.
- b) the Client shall make payment to the Consultant for Services satisfactorily performed prior to the effective date of termination.

**17. Additional Provisions** The provisions of Annex C, "Additional Provisions", with the exception of clause I "Insurance" shall apply to this contract.

**18. Dispute Resolution** Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Arbitration Rules as at present in force in the United Republic of Tanzania.

The place for arbitration shall be Dar es Salaam, Tanzania.

For and on behalf MCA-Tanzania:

For the Consultant:

Signature

Signature

Name: Bernard S Mchomvu

Name:

Title: Chief Executive Officer

Title: The Consultant

Witness

Witness

Name:

Name:

Title:

Title:

Signature:

Signature:

**LIST OF ANNEXES**

- Annex A: Terms of Reference
- Annex B: Consultant's Rates
- Annex C: Additional Provisions

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## ANNEX A

### Terms of Reference

#### TERMS OF REFERENCE FOR AN INDIVIDUAL CONSULTANT FOR MONITORING & EVALUATION ADVISOR

##### 1. BACKGROUND

1.1 The Government of the United States of America acting through the Millennium Challenge Corporation (“MCC”) and the Government of Tanzania (the “Government”) have entered into a Millennium Challenge Compact (the “Compact”) for Millennium Challenge Account assistance to help facilitate poverty reduction through economic growth in Tanzania in the amount of Six Hundred Ninety-Eight million, one hundred thirty-six thousand USD (“MCC funding”). The Millennium Challenge Account-Tanzania (“MCA-T”) on behalf of the Government intends to apply a portion of the proceeds of MCC funding to eligible payments under this contract. Payments by MCA- T will be subject, in all respects, to the terms and conditions, including restrictions on the use of MCC funding of the Compact.

1.2 The Compact aims at reducing poverty through the implementation of a program consisting of three projects, each containing a number of activities and sub activities namely:

- i. **The Transport Sector Project** consists of four distinct activities, the Mainland Trunk Roads Activity, the Zanzibar Rural Roads Activity, the Road Maintenance Activity and the Mafia Island Airport Activity.
- ii. **The Energy Sector Project** consists of three distinct activities, the Zanzibar Interconnector Activity, the Malagarasi Hydropower and Kigoma Distribution Activity, and the Distribution Systems Rehabilitation and Extension Activity.
- iii. **The Water Sector Project** consists of three distinct activities, the Lower Ruvu Plant Expansion Activity, the Non-Revenue Water Activity, and the Morogoro Water Supply Activity

1.3 The Compact is to be implemented over a period of five (5) years, with infrastructure projects being the core components. However, parallel to the above Projects will be Monitoring and Evaluation (M&E) functions under the Compact. These activities play an important role in the management of the program by ensuring that the resources going into the Compact are utilized effectively and efficiently; activities are implemented in a timely manner; services generated are being accessed and utilized; beneficiaries are satisfied with services; and the expected results are being achieved in a sustainable manner.

1.4 The MCC and MCA-T have developed an M&E Plan that specifies (a) how progress toward the Compact Goal and the Project Objectives will be monitored (i.e., Monitoring Component), (b) process and timeline for the monitoring of planned, ongoing, or completed Project Activities to determine their efficiency and effectiveness, and (c) a methodology for assessment and rigorous evaluation of the outcomes and impact of the program (i.e., Evaluation Component). The Compact is currently in the beginning of its third year of implementation, and the construction of key infrastructure works have begun. The intensity of MCA-T M&E activities will increase during this period of implementation and towards the end of the project in 2013. The MCA-T M & E Plan can be found at [http://www.mca-t.go.tz/documents/cat\\_view/17-reports.html](http://www.mca-t.go.tz/documents/cat_view/17-reports.html) and also at <http://www.mcc.gov/documents/reports/plan-me-tanzania.pdf>

1.5 For more details on MCA-T and MCC please see [www.mca-t.go.tz](http://www.mca-t.go.tz) and [www.mcc.gov](http://www.mcc.gov).

## **2.0 SCOPE OF CONSULTANCY**

2.1 MCA-T is seeking the services of a qualified individual consultant to serve as an M&E Advisor to provide technical guidance to MCA-T. Reporting directly to the MCA-T Deputy Chief Executive Officer (D-CEO) but working in partnership with the MCA-T M&E Director, the M&E Advisor will play an active role in the overall management of the M&E activities under the Tanzania Compact. The critical task of the consultancy is to ensure that M&E systems are well established and being implemented effectively by MCA-T, key implementing entities and partners. The position is fulltime and based in Dar es Salaam with occasional visits to project sites.

2.2. The M&E Advisor will support MCA-T to implement the overall M&E Plan and strategy for the Compact. He/she will provide technical support in the implementation of the M&E plan, and ensure that systems and structures are in place to provide relevant data and analysis on the progress of the Compact to MCA-T and MCC.

2.3 To effectively accomplish his/her tasks, the M&E Advisor will also work with MCA-T Sector Directors and implementing entities. Tasks will include but are not limited to the following:

- i. Provide advice and management support to MCA-T in order to ensure that the Compact program and its activities remain compliant with MCC M&E Policy.
- ii. Provide on-going technical support to the MCA-T M&E team and advise management on the implementation of the Compact M&E Plan, including identifying M&E plan implementation risks and mitigation actions.
- iii. Support the M&E Director and the team to provide appropriate and timely information and analysis of progress towards Compact results to MCA-T management and to the Board of Directors.

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- iv. Support the M&E team in the management of procurements, including the drafting of TORs, evaluation of bids, and review of contract deliverables.
  - v. Assist MCA-T in identifying M&E data collection needs, including special studies and other pilot initiatives in order to ensure that all Compact activities are adequately evaluated.
  - vi. Support the M&E team in maintaining a Management Information System and ensure that it links well with MCA-T's contract administration software.
  - vii. Ensure that the overall M&E framework is incorporated into Sector Directorates' work plans, contractor deliverables, and reflects implementation strategies.
  - viii. Provide technical support in planning and implementing impact evaluations (evaluations which use quasi-experimental research designs) in order to ensure the credibility, rigor and quality of Compact evaluations.
  - ix. Review and update plans for project-related capacity building on M&E for MCA-T and its implementing entities that may be required.
  - x. Assist the M&E Director in overseeing the technical aspects and overall management of MCA-T consultants who will undertake surveys and studies for M&E activities. This will include ensuring that consultants and implementing entities collection data for MCA-T are meeting the requirements of their contracts as well as meeting international standards of best practice.
  - xi. Prepare monthly progress reports for the MCA-T D-CEO and assist the M&E Director in updating the Indicator Tracking Table (ITT) and preparation of quarterly disbursement requests related to M&E activities.
  - xii. Working closely with M&E Directorate in liaising with other relevant MCA-T Directorates and ensure thorough coordination among stakeholders and proper implementation of the M&E Plan.
  - xiii. Other tasks and responsibilities as requested by the D-CEO.

### **3. DELIVERABLES AND CONTRACT TERMS**

3.1 The M&E Advisor will submit the following:

Base Period:

- i. An inception report and draft work plan within two weeks of reporting to MCA-T. Any significant deviations from the work plan shall be reported on as they occur during the duration of the contract. It will be necessary for the M&E Advisor to coordinate closely with the MCA-T M&E Director to develop initial timelines.

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- ii. Monthly progress reports to be submitted within five (5) working days after the end of the month concerned.
  - iii. A final report summarizing achievements and recommendations to address remaining challenges to be submitted no later than ten (10) days prior to the end of the Base Period

Option Periods (1 and 2):

- i. Monthly progress reports to be submitted within five (5) working days after the end of the month concerned.
- ii. A final report summarizing achievements and recommendations to address remaining challenges, to be submitted no later than ten (10) days prior to the end of each Option Period.

3.2 The contract shall be fixed price and include a base period of 12 months with an Option Period 1 of 12 months then another Option Period 2 of 6 months that will end no later than September 17, 2013. The Option Periods will be deemed automatically exercised unless MCA-T notifies the M&E Advisor in writing within 60 days of the end of the Base Period. The fixed price amount will be established based on the understanding that it includes the M&E Advisor's costs and profits as well as any tax obligation that may be imposed on the consultant. Payments will be made on submission of the deliverables according to the Payment Schedule contained in the Contract and upon approval of these deliverables by MCA-T.

3.3 MCA-T shall provide the following support to the Consultants:

- i. MCA-T shall introduce the consultant to the Government offices, implementing entities, and other stakeholders and assist in accessing information in those offices;
- ii. Reports and other documents to be reviewed will be provided;
- iii. Furnished office space in the MCA-T building, including internet connection and stationary;
- iv. Access to departments, NGOs, Ministries will be facilitated by MCA-T; and
- v. MCA-T shall cover travel costs for official site visits

3.4 The consultant shall be responsible for the following:

- i. His/her own travel costs to and from Dar es Salaam and transportation costs within Dar es Salaam;
- ii. Accommodation while in Tanzania;
- iii. All communications equipment & associated costs; and
- iv. Desktop and/or laptop computer.

#### **4. QUALIFICATIONS AND EXPERIENCE**

- i. Masters Degree in Economics, Public Policy or related field.

- ii. Minimum of ten (10) years of international professional experience working on M&E projects systems design and implementation experience with large projects.
- iii. Thorough knowledge of qualitative and quantitative data collection methodologies and management information systems required.
- iv. Responsible and flexible attitude, and capable of working with minimum supervision.
- v. Demonstrated ability to communicate effectively, both orally and in writing, plus the ability to develop, maintain and engage broad range of contacts in the public and private sector.
- vi. Proven experience in using specialized computer programs such as STATA and SPSS, as well as MS Office with special emphasis on MS Word, MS Excel and MS Project, as well as data base management.
- vii. Written and verbal fluency in English.
- viii. Experience in Tanzania or East Africa is an added advantage.

**ANNEX B**

**CONSULTANT'S RATES**

*[To be provided by the Consultant and to be used in the event that the duration of the  
Contract is extended by the Client]*

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**ANNEX C****ADDITIONAL PROVISIONS**

Capitalized terms that are used but not defined in this Appendix shall have the meaning given to them in the Contract or in the Compact or related agreements.

MCA-Tanzania is responsible for the oversight and management of the implementation of the Compact on behalf of the Government, and intends to apply a portion of the proceeds of the Compact to eligible payments under this Contract, provided that (a) such payments will only be made at the request of and on behalf of MCA-Tanzania and as authorized by the Fiscal Agent, (b) MCC shall have no obligations to the Consultant under the Compact or this Contract, (c) such payments will be subject, in all respects, to the terms and conditions of the Compact, and (d) no party other than the Government and MCA-Tanzania shall derive any rights from the Compact or have any claim to MCC Funding.

**A. MCC Status; Reserved Rights; Third-Party Beneficiary**

1. MCC Status. MCC is a United States Government corporation acting on behalf of the United States Government in the implementation of the Compact. As such, MCC has no liability under this Contract, and is immune from any action or proceeding arising under or relating to this Contract. In matters arising under or relating to this Contract, MCC is not subject to the jurisdiction of the courts or any other juridical or other body of any jurisdiction.

2. MCC Reserved Rights.

- (a) Certain rights are expressly reserved to MCC under this Contract, the Compact and other related Compact documents, including the right to approve the terms and conditions of this Contract, as well as any amendments or modifications hereto, and the right to suspend or terminate this Contract.
- (b) MCC, in reserving such rights under this Contract, the Compact or other related Compact documents, has acted solely as a funding entity to assure the proper use of United States Government funds, and any decision by MCC to exercise or refrain from exercising these rights shall be made as a funding entity in the course of funding the activity and shall not be construed as making MCC a party to this Contract.
- (c) MCC may, from time to time, exercise its rights, or discuss matters related to this Contract with the Parties or the Government, as appropriate, jointly or separately, without thereby incurring any responsibility or liability to any party.
- (d) Any approval (or failure to approve) or exercise of (or failure to exercise) any rights by MCC shall not bar the Government, MCA-Tanzania, MCC or any

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other person or entity from asserting any right against the Consultant, or relieve the Consultant of any liability which the Consultant might otherwise have to the Government, MCA-Tanzania, MCC, or any other person or entity. For the purposes of this clause (d), MCC shall be deemed to include any MCC officer, director, employee, affiliate, contractor, agent or representative.

3. Third-Party Beneficiary. MCC shall be deemed to be a third party beneficiary under this Contract.

### **B. Limitations on the Use or Treatment of MCC Funding.**

The use and treatment of MCC Funding in connection with this Contract does not, and shall not, violate any limitations or requirements specified in the Compact or any other relevant agreement or Implementation Letter or applicable law or U.S. Government policy. A summary of the applicable provisions referenced in this paragraph may be found on the MCC website at [www.mcc.gov/guidance/compact/funding\\_limitations.pdf](http://www.mcc.gov/guidance/compact/funding_limitations.pdf)

### **C. Procurement.**

The Consultant shall ensure that all procurements of goods, services or works under, related to or in furtherance of this Contract shall be consistent with the general principles set forth in the Compact and in the MCC Program Procurement Guidelines from time to time in effect as posted on the MCC website at [www.mcc.gov](http://www.mcc.gov). The Consultant shall comply with the eligibility requirements related to prohibited source or restricted party provisions in accordance with U.S. law, regulations and policy, applicable World Bank policies or guidelines and in accordance with other eligibility requirements as may be specified by MCC or MCA-Tanzania. A summary of the applicable provisions referenced in this paragraph may be found on the MCC website at: [www.mcc.gov/guidance/compact/procurement\\_awards\\_provisions.pdf](http://www.mcc.gov/guidance/compact/procurement_awards_provisions.pdf)

### **D. Reports and Information; Access; Audits; Reviews.**

1. Reports and Information. The Consultant shall maintain such books and records and provide such reports, documents, data or other information to MCA-Tanzania in the manner and to the extent required by the Compact or related documents and as may be reasonably requested by MCA-Tanzania from time to time in order to comply with its reporting requirements arising under the Compact or related documents. The provisions of the Compact that are applicable to the Government in this regard shall apply, *mutatis mutandis*, to the Consultant as if the Consultant were the Government under the Compact. A summary of the applicable provisions referenced in this paragraph may be found on the MCC website at [www.mcc.gov/guidance/compact/audits\\_reviews\\_provisions.pdf](http://www.mcc.gov/guidance/compact/audits_reviews_provisions.pdf)

2. Access; Audits and Reviews. The Consultant shall permit such access, audits, reviews and evaluations as provided in the Compact or related documents. The provisions

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of the Compact that are applicable to the Government with respect to access and audits shall apply, *mutatis mutandis*, to the Consultant as if the Consultant were the Government under the Compact. A summary of the applicable provisions referenced in this paragraph may be found on the MCC website at

[www.mcc.gov/guidance/compact/audits\\_reviews\\_provisions.pdf](http://www.mcc.gov/guidance/compact/audits_reviews_provisions.pdf)

3. Application to Providers. The Consultant shall ensure the inclusion of the applicable audit, access and reporting requirements in its contracts or agreements with other providers in connection with the Contract. A summary of the applicable requirements may be found on the MCC website at

[www.mcc.gov/guidance/compact/audits\\_reviews\\_provisions.pdf](http://www.mcc.gov/guidance/compact/audits_reviews_provisions.pdf)

#### **E. Compliance with Anti-Corruption Legislation.**

The Consultant shall ensure that no payments have been or will be made by the Consultant to any official of the Government, MCA-Tanzania, or any third party (including any other government official) in connection with this Contract in violation of the United States Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. 78a et seq.) (the “FCPA”) or that would otherwise be in violation of the FCPA if the party making such payment were deemed to be a United States person or entity subject to the FCPA, or similar statute applicable to this Contract, including any local laws. The Consultant affirms that no payments have been or will be received by any official, employee, agent or representative of the Consultant in connection with this Contract in violation of the FCPA or that would otherwise be in violation of the FCPA if the party making such payment were deemed to be a United States person or entity subject to the FCPA, or similar statute applicable to this Contract, including any local laws.

#### **F. Compliance with Anti-Money Laundering Legislation.**

The Consultant shall ensure that MCC Funding disbursed pursuant to this Contract is not used for money-laundering activities and, to that end, shall comply with any policies and procedures for monitoring operations to ensure compliance, as may be established from time to time by the Consultant, MCC, MCA-Tanzania, the Fiscal Agent, the Procurement Agent, or the World Bank.

#### **G. Compliance with Terrorist Financing Statutes and Other Restrictions.**

1. The Consultant shall not provide material support or resources directly or indirectly to, or knowingly permit MCC Funding to be transferred to, any individual, corporation or other entity that the Consultant 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, or (iii) such other list as [MCA Entity] may request from time to time. For purposes of this provision, “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. The Consultant shall ensure that its activities under this Contract 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. The Consultant 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 procedures set out in Part 10 of the MCC Program Procurement Guidelines (Eligibility Verification Procedures) that can be found on MCC’s website at [www.mcc.gov](http://www.mcc.gov). The Consultant shall (A) conduct the monitoring referred to in this paragraph on at least a quarterly basis, or such other reasonable period as MCA-Tanzania or MCC may request from time to time and (B) deliver a report of such periodic monitoring to MCA-Tanzania with a copy to MCC.

3. Other restrictions on the Consultant shall apply with respect to drug trafficking, terrorism, sex trafficking, prostitution, fraud, felony, any misconduct injurious to MCC or MCA-Tanzania, 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 related agreement or that materially and adversely affects the Program assets or any Permitted Account.

#### **H. Publicity, Information and Marking.**

The Consultant shall cooperate with MCA-Tanzania and the Government to provide the appropriate publicity to the goods, works and services provided under this Contract, including identifying Program activity sites and marking Program assets as goods, services, and works funded by the United States, acting through MCC; provided, that any announcement, press release or statement regarding MCC or the fact that MCC is funding the Program or any other publicity materials referencing MCC, shall be subject to prior approval by MCC and shall be consistent with any instructions provided by MCC

from time to time in relevant Implementation Letters. Upon the termination or expiration of the Compact, MCC may request the removal of, and the Consultant shall, upon such request, remove, or cause the removal of, any such markings and any references to MCC in any publicity materials. MCC shall have the right to use any information or data provided in any report or document provided to MCC for the purpose of satisfying MCC's reporting requirements or in any other manner.

#### **I. Insurance.**

The Consultant shall obtain insurance, performance bonds, guarantees or other protections appropriate to cover against risks or liabilities associated with performance of the Contract. The Consultant shall be named as payee on any such insurance and the beneficiary of any such guarantee, including performance bonds. MCC and MCA-Tanzania shall be named as additional insured's on any such insurance or other guarantee, to the extent permissible under applicable laws. The Consultant shall ensure that any proceeds from claims paid under such insurance or any other form of guarantee shall be used to replace or repair any loss or to pursue the procurement of the covered goods, services, works; provided, that at MCC's election, such proceeds shall be deposited in an account as designated by MCA-Tanzania and acceptable to MCC or as otherwise directed by MCC.

#### **J. Conflict of Interest.**

The Consultant shall ensure that no person or entity shall participate in the selection, award, administration or oversight of a contract, grant or other benefit or transaction funded in whole or in part (directly or indirectly) by MCC Funding in connection with this Contract, in which (i) the entity, the person, members of the person's immediate family or household or his or her business partners, or organizations controlled by or substantially involving such person or entity, has or have a financial or other interest or (ii) the person or entity is negotiating or has any arrangement concerning prospective employment, unless such person or entity has first disclosed in writing to the parties under this Contract and MCC the conflict of interest and, following such disclosure, the parties to this Contract agree in writing to proceed notwithstanding such conflict. The Consultant shall ensure that no person or entity involved in the selection, award, administration, oversight or implementation of any contract, grant or other benefit or transaction funded in whole or in part (directly or indirectly) by MCC Funding in connection with this Contract shall solicit or accept from or offer to a third party or seek or be promised (directly or indirectly) for itself or for another person or entity any gift, gratuity, favor or benefit, other than items of de minimis value and otherwise consistent with such guidance as MCC may provide from time to time.

#### **K. Inconsistencies.**

In the event of any conflict between this Contract and the Compact and/or the Program Implementation Agreement, the term(s) of the Compact and/or the Program Implementation Agreement shall prevail.

**L. Other Provisions**

The Consultant shall abide by such other terms or conditions as may be specified by MCA-Tanzania or MCC in connection with this Contract.

**M. Flow-Through Provisions.**

In any subcontract or sub-award entered into by the Consultant, as permitted by this Contract, the Consultant shall ensure the inclusion of all the provisions contained in paragraphs (A) through (L) above.