Annex E – General Terms and Conditions

Annex E documents must be sent to bids.sd@medglobal.org and clearly indicate 43/SD-KRT/11/13/2026 Technical Offer in the subject line.

Insurance Coverage: MG assumes no liability for accidents or injury to CONTRACTOR or their staff during the performance of work under this Contract. It is CONTRACTOR's obligation to make sure that it has the necessary comprehensive general liability, medical and evacuation insurances in place.

Audit: Contractor agrees to establish and maintain reasonable accounting measures that would enable MG to readily identify Contractor's assets, expenses, costs of goods, and use of funds. MG shall have the right, at its own expense, to audit and review any financial or operational information of Contractor, or any data collected from the field relating to the work performed. Additionally, Contractor may be subject to audit requirements by authorized representatives of the prime contractor or award agency relating to this agreement, under the control of MG.

Relationship of the Partners: The signatory parties of the present Contract are independent organizations and are not agents of each other, joint ventures, or partners. Neither party is authorized or empowered to act on behalf of the other with regard to any contract, warranty, or representation as to any matter. Each party will maintain sole and exclusive control of its own personnel and operations.

Ownership of Work Product: Ownership of all MG concepts, ideas, procedures, and technologies that MG has either partially or fully developed prior to the effective date of this Contract shall be and remain the exclusive property of MG. Any documents, recordings, speeches, photographs, manuals, plans, program designs, proposals, research materials, charts, maps, audiovisuals and other material or devices, articles or manuscripts or public relations material or any other products requested or required by MG as part of Contractor's job will remain completely as the exclusive property of MG

Supplies, Equipment, Materials, and Procurement: All non-expendable equipment furnished or financed by MG shall remain the property of MG and shall be returned by Contractor to MG within thirty (30) days of the expiration or termination of the present Contract unless otherwise agreed upon between the Parties. Non-expendable equipment is defined as an item which has a purchase price of US$1,000 or more, or the equivalent in local currency at the official rate of exchange on the date of purchase.

Confidentiality and Non-disclosure: The Contractor agrees to keep confidential and not to disclose, without the prior written approval of MG's HQ Logistics & Procurement Manager and Country Representative, any information or data confidential to MG.

Special Indemnification: Contractor, at Contractor's own expense, shall defend, indemnify, and hold harmless MG, its licensees, consultants, and agents from any claim, demand, cause of action, and liability, including attorney's fees, to the extent Contractor acted intentionally or with gross negligence to infringe or violate the patent, copyright, license, or other proprietary right of a third party.

General Indemnification: Each party shall indemnify and save harmless the other party from and against any loss, expense, including attorney's fees, or claim asserted by third parties for damage to third party tangible property, or for bodily injury, or both, arising out of the activities being implemented under this Contract.

Force Majeure: Neither party shall be liable for a failure to carry out the activities under this Contract because of any unforeseeable event beyond its reasonable control and not caused by the fault or negligence of such party, which causes such party to be unable to perform its obligations under the Contract (and which it has been unable to overcome by the exercise of due diligence).

Communication: All official communication related to this agreement shall be delivered to the offices indicated hereunder:
procurement.sd@medglobal.org.

Governing Law: The construction, validity, performance, and effect of this Contract for Services shall be governed by the laws applicable to **Republic of Sudan** with regard to all purposes related to this Contract, except for any legal text mentioned within this document.

Severability: Each provision of this Contract is severable. If one provision is declared void, illegal or unenforceable, the remaining paragraphs shall retain their full force and effect.

Termination: Either of the signatory parties may terminate this Contract for cause at any time, in whole or in part, upon one week advance written notice to the other, whenever it is determined that the party has failed to comply with the terms and conditions of this Contract. The terminating party shall provide written explanation of the basis for its determination and subsequent actions to be taken by either party within five (5) calendar days of its notification to terminate or suspend the Contract. The parties may also agree mutually to terminate this Contract at any time, in whole or in part, if both parties agree that the continuation of the Contract would not produce beneficial results. The terms of this Contract will remain in effect until the date of termination.

Notwithstanding: Any other provision in this Agreement, Contractor understands and agrees that MG has no obligation to provide Contractor with work or any minimum hours. This Contract for Services shall not be deemed terminated as a result of any lack of work. Termination or expiration of this Contract shall not affect Contractor's continuing obligation under Sections 8, 9, and 11 of this Contract relating respectively to ownership of work, confidentiality, non-disclosure, and indemnification.

Arbitration: If any dispute in connection with this Contract for Services arises between the parties, and such dispute cannot be amicably resolved by the parties despite diligent efforts thereto, such claim or dispute shall be submitted to the **Republic of Sudan** specialized courts which are the only authority to refer to in case of any disagreement arises on the terms of Contract.

Amendments: The present Contract for Services may be amended or revised by mutual agreement as recorded by an exchange of letters between the parties. The amended or revised clauses shall become effective from the date of their adoption.

Assignment/Sub-contracting: Contractor shall not assign this Contract, in whole or in part, without the prior written consent of MG. With MG's written consent. Contractor may subcontract some or all of the services required under this Contract for Services.

Complete Contract: This document constitutes the complete and exclusive Contract between the parties, superseding all representations, proposals or promises whether oral or written, and all other communications between the parties, relating to the subject of this Contract.

Submitted by:

Company Name

Company Stamp