



Water Energy for Food: Grand Challenge for Development
MENA Regional Innovation Hub: Request for Proposal (RFP)

RFP Number:	**WE4F RFP-I01**
Issuance Date:	May 29th, 2022
Deadline for Offers:	June 17th, 2022
Description:	Developing a Hydroponic Design and Technical Management
For:	WE4F-Iraq
Funded By:	United States Agency for International Development (USAID), Contract No. 7200AA20C00040
Implemented By:	Berytech Foundation
Point of Contact:	Tina El Boustany, Head of Grants and Financial Controls

***** ETHICAL AND BUSINESS CONDUCT REQUIREMENTS *****

Berytech Foundation is committed to integrity in procurement, and only selects suppliers based on objective business criteria such as price and technical merit. Berytech Foundation expects suppliers to comply with our Standards of Business Conduct.

Berytech Foundation does not tolerate fraud, collusion among offerors, falsified proposals/bids, bribery, or kickbacks. Any firm or individual violating these standards will be disqualified from this procurement, barred from future procurement opportunities, and may be reported to both USAID and the Office of the Inspector General.

Employees and agents of Berytech Foundation are strictly prohibited from asking for or accepting any money, fee, commission, credit, gift, gratuity, object of value or compensation from current or potential vendors or suppliers in exchange for or as a reward for business. Employees and agents engaging in this conduct are subject to termination and will be reported to USAID and the Office of the Inspector General. In addition, Berytech Foundation will inform USAID and the Office of the Inspector General of any supplier offers of money, fee, commission, credit, gift, gratuity, object of value, or compensation to obtain business.

Offerors responding to this RFP must include the following as part of the proposal submission:

- Disclose any close, familial, or financial relationships with Berytech Foundation or project staff. For example, if an offeror's cousin is employed by the project, the offeror must state this.
- Disclose any family or financial relationship with other offerors submitting proposals. For example, if the offeror's father owns a company that is submitting another proposal, the offeror must state this.
- Certify that the prices in the offer have been arrived at independently, without any consultation, communication, or agreement with any other offeror or competitor for the purpose of restricting competition.
- Certify that all information in the proposal and all supporting documentation are authentic and accurate.
- Certify understanding and agreement to Berytech Foundation' prohibitions against fraud, bribery and kickbacks.

Please contact Miss Tina El Boustany, tina.elboustany@Berytech.org with any questions or concerns regarding the above information or to report any potential violations.

Section 1: Instructions to Offerors

1. Introduction: Berytech Foundation, acting on behalf of the U.S. Agency for International Development (USAID) and the Water and Energy For Food (WE4F) Project, under contract number 7200AA20C00040, is soliciting proposals from **firms or individuals** that can support our clients on the below scope of work.

   Offerors are responsible for ensuring that their offers are received by Berytech Foundation in accordance with the instructions, terms, and conditions described in this RFP. Failure to adhere with instructions described in this RFP may lead to disqualification of an offer from consideration.

   Offerors should take note that this RFP does not obligate Berytech Foundation to execute a subcontract, nor does it commit Berytech Foundation to pay for any costs incurred in the preparation and submission of any proposals for this solicitation. Furthermore, Berytech Foundation reserves the right to reject any and all offers, if such action is considered to be in the best interest of Berytech Foundation.

2. Offer Deadline and Protocol: Offerors shall submit their proposals electronically in accordance with the instructions below:
   - **Technical and financial** offers must be received no later than **2:00 PM** local Beirut time on **June 17th, 2022,** by email to tina.elboustany@berytech.org

   Please reference the RFP number **WE4F RFP-101** in any response to this RFP. Offers received after the specified time and date will be considered late and will be considered only at the discretion of Berytech Foundation.

3. Questions: Questions regarding both technical and administrative requirements submitted no later than **12:00 PM** local Beirut time on **June 10th, 2022,** by email to tina.elboustany@berytech.org. Questions must be submitted in writing; phone calls will not be accepted. Questions and requests for clarification—and the responses thereto—that Berytech Foundation believes may be of interest to other offerors will be circulated to all RFP recipients who have indicated an interest in bidding. Only the written answers issued by Berytech Foundation will be considered official and carry weight in the RFP process and subsequent evaluation. Any verbal information received from employees of Berytech Foundation, or any other entity should not be considered as an official response to any questions regarding this RFP.

4. Scope of Work: Section 3 contains the scope of work of the required service.

5. Quotations: Quotations in response to this RFP must be priced on a fixed-price, all-inclusive basis, including delivery and all other costs. **Pricing must be**

presented in USD and offers must remain valid for not less than thirty (30) calendar days after the offer deadline. Offerors are requested to provide quotations on their official quotation format or letterhead.

In addition, offerors responding to this RFP are requested to submit the following:

- Organizations responding to this RFP are requested to submit a copy of their official registration or business license.
- Individuals responding to this RFP are requested to submit a copy of their identification card along with MOF registration if applicable.

6. Taxes and VAT: The agreement under which this procurement is financed is not exempt from the payment of taxes, tariffs, duties, or other levies imposed by any laws in effect in the Cooperating Country. Therefore, offerors must include taxes, charges, tariffs, duties and levies in accordance with the laws of the Cooperating Country.

   All invoices issued by your company should comply with the laws of your country of incorporation or registration.

7. Eligibility: By submitting an offer in response to this RFP, the offeror certifies that it and its principal officers are not debarred, suspended, or otherwise considered ineligible for an award by the U.S. Government. Berytech Foundation will not award a contract to any firm that is debarred, suspended, or considered to be ineligible by the U.S. Government.

8. Evaluation Criteria: The award will be made to a responsible offeror whose offer follows the RFP instructions, meets the eligibility requirements, and is determined via a trade-off analysis to be the best value based on application of the following evaluation criteria. The relative importance of each individual criterion is indicated by the number of points below

   1. *Cost: 20 Points*
   2. *Technical: 80 Points*
      - *Offeror's qualification, expertise & past experience: 48 Points*
      - *Methodology (features of implementation or winning points that makes the proposed approach unique, success factors, key tasks and activities, risks and mitigation measures): 24 Points*
      - *Timeline & Days of Intervention: 8 Points*

   TOTAL: 100 Points

   Only offers achieving 70% or higher (70/100 total points) as an overall score will be considered. Berytech will organize and coordinate the interviews between the

innovator and the two top offerors (who achieved the highest overall score) and will collect the innovator feedback to identify the most suitable service provider.

The Final selection will be based on the Innovator's feedback.

Follow-up discussions may be conducted with several Consultant(s) to resolve any questions, finalize the scope of work, and agree on final (not-to-exceed) costs as a means to recommend final selection to Berytech Foundation.

Please note that if there are significant deficiencies regarding responsiveness to the requirements of this RFP, an offer may be deemed "non-responsive" and thereby disqualified from consideration. Berytech Foundation reserves the right to waive immaterial deficiencies at its discretion.

Best-offer quotations are requested. It is anticipated that award will be made solely on the basis of these original quotations. However, Berytech Foundation reserves the right to conduct any of the following:

- Berytech Foundation may conduct negotiations with and/or request clarifications from any offeror prior to award.
- While preference will be given to offerors who can address the full technical requirements of this RFP, Berytech Foundation may issue a partial award or split the award among various suppliers, if in the best interest of the Lebanon WE4F Project.
- Berytech Foundation may cancel this RFP at any time.

Please note that in submitting a response to this RFP, the offeror understands that USAID is not a party to this solicitation and the offeror agrees that any protest hereunder must be presented– in writing with full explanations–to the Lebanon-WE4F Project for consideration, as USAID will not consider protests regarding procurements carried out by implementing partners. Berytech Foundation, at its sole discretion, will make a final decision on the protest for this procurement.

9. Terms and Conditions: This is a Request for Proposal only. Issuance of this RFP does not in any way obligate Berytech Foundation, the WE4F Project, or USAID to make an award or pay for costs incurred by potential offerors in the preparation and submission of an offer.

   This solicitation is subject to Berytech Foundation' standard terms and conditions. Any resultant award will be governed by these terms and conditions; a copy of the full terms and conditions is available upon request. A copy of the Fixed price Subcontract to be signed by the awardee is available in Annex 1.

Section 2: Offer Checklist

To assist offerors in preparation of proposals, the following checklist summarizes the documentation to include an offer in response to this RFP:

1. The Technical proposal

   The service provider proposal should include the below:

   - Understanding of the project (0.5 pages maximum)
   - Key success factors of the implementation (0.5 pages maximum)
   - Detailed list of tasks to be executed, included a description of each task, list of key activities, and key success factors of each task (4 pages maximum)
   - Timeline of implementation including duration of each task (1 page-more details in point 3)
   - Risks and mitigation measures (0.5 pages)
   - Comments on the RFP where the vendor can recommend changes if needed (scope of work, additional deliverables.)

2. Qualification, expertise & past experience

   Please include:

   - CVs for the consultants that will work on the project Please provide the CVs for the staff that would likely work on this engagement explaining the roles and responsibilities of each and provide an organogram.
   - Company Profile
   - List of clients having similar intervention.
     a. Describe in 2-4 paragraphs your capabilities specifically relevant to this scope of work. Please provide evidence of your relevant past work. When documenting your evidence of past work, present each example in the following format:
     b. The business need presented in the call order for which your past work is evidence. (1 sentence)
     c. The challenge / issue your work addressed. (1 sentence)
     d. Your activities / approach to address that challenge. (3-4 sentences)
     e. The outcome / result of your work. (1 sentence)

3. Timeline & Days of intervention

   (Duration **AND** Man-days that is Level of effort -LOE)

   Describe how you will mobilize resources to be able to deliver the work in the engagement delivery time frame indicated in the Assumptions section (see below). In your response, please include information such as who from your team will be involved in the project, their specific role, and their availability and also provide a high-level description of the project phases that you see necessary to complete the assignment, their purpose, and duration in days or weeks (you may use a Gantt Chart). We understand that this may change once, if selected, you have your requirements gathering calls with the innovator and learn in more detail the

expectations and objectives.

4. Cost in USD
   Please note that this project has a budget ceiling. In your budget proposal, please itemize the deliverables noted in the call order. The budget should be broken down into the billing rate of each team member and their respective Level of Effort (LOE) as well as by task/**deliverable**. You may use the following SHEETS to reflect both LOE and cost breakdown per person. Please make sure to include these tables in your proposal. Daily rates should be inclusive of all indirect fringes. Budget proposals should be at or below the budget ceiling provided in the RFP and inclusive of VAT, travel, and other fees indicated separately from personnel fees.

5. Legal documents
   Company Registration papers for companies. Individual ID and Tax number if available for Individuals.

Section 3: Background and Context, Description of the Innovator and Scope of Work

Background and Context

Water, energy and food are essential for human well-being, poverty reduction and sustainable development. Global projections indicate that the demand for freshwater, energy and food will increase significantly over the next decades under the pressure of population growth and mobility, economic development, international trade, urbanization, diversifying diets, cultural and technological changes and climate change.[1] Agriculture accounts for 70% of total global freshwater withdrawals, making it the largest user of water. At the same time, the food production and supply chain consume about 30 percent of total energy consumed globally. However, the agricultural sector faces challenges in accessing renewable energy in low-income countries as significant barriers – that hinder the integration of renewable energy technology in agricultural development – exist. Likewise, renewable energy enterprises seeking to serve these farmers face a number of barriers such as limited access to debt, a remote client base or a lack of demand due to missing awareness. These issues create an unproductive cycle, in which suppliers and buyers are not connected, and farmers and agribusinesses are unable to leverage more cost-effective renewable energy technologies.
The above-described situation is expected to be exacerbated in the near future as 60% more food will need to be produced in order to feed the world population in 2050. Global energy consumption is projected to grow by up to 50% by 2035. Total global water withdrawals for irrigation are projected to increase by 10% by 2050. As demand grows, there is increasing competition for resources between water, energy, agriculture, fisheries, livestock, forestry, mining, transport and other sectors with unpredictable impacts for livelihoods of smallholders, women and youth working in the agricultural sector and the environment as a whole. Furthermore, these trends will also influence development in general. The creation of jobs, or improvement of those that exist, both within the agricultural sector but also jobs related to non-agricultural activities, can make a crucial contribution towards poverty reduction, food security and sustainable rural and urban development. Targeting women in the agricultural sector both as producers and consumers in this regard is of particular importance since they constitute nearly half of the agricultural workforce and up to 70% in many parts of the world. If women had the same access to resources as their male counterparts, they could increase yields by 20% to 30% and, in the process, feed up to 150 million more people.

The above situation is strongly pronounced in the Middle East and North Africa (MENA) region. Tackling issues in the water-energy-food nexus is imperative to achieve political and social stability, gender equality and inclusion, food security, prosperity and sustainable development in the MENA. Although the region's water-energy-food challenges are severe, they present an opportunity for local innovators to find solutions for the most pressing water and energy issues in food production and agriculture.
Water & Energy for Food (WE4F): A Grand Challenge for Development is a joint international initiative of the German Federal Ministry for Economic Cooperation and

Development (BMZ), the Foreign Ministry of the Netherlands, Sweden through the Swedish International Development Cooperation Agency (Sida), European Union (EU), and the U.S. Agency for International Development (USAID) (herein after referred to as the "Donors"). Within this initiative the MENA Regional Innovation Hub (MENA RIH) supports innovators that work in the region and produce more food while using less water and energy, to impact food security, gender and poverty reduction in an environmentally sustainable way. Together with investors and partners, the MENA RIH works to scale mid-to-later stage enterprises that have an environmental and social impact in the water-energy-food nexus. The RIH MENA is implemented by a consortium (herein after referred to as the "Consortium" by Berytech (the leading organization and the contracting entity for this RFP), Chemonics Egypt Consultants, CEWAS, and the International Water Management Institute (IWMI).

The MENA RIH aims to support 50 innovators with a proven solution tackling water and/or energy issues in urban or rural food production. The MENA RIH for WE4F is designed to support innovators in the region in growing their business by tackling the most common internal and external challenges. By tackling matters related to business growth, technical aspects, environmental and social impact, and access to finance supported innovators will receive tailored and intense assistance to help them rapidly grow. The support includes technical assistance in numerous topics including

- developing strategic growth plan
- redesigning business model for growth and impact
- overcoming cashflow problems
- strengthening financial management foundations
- optimizing production processes and organizational structure
- improving ESG standing
- improving inclusion of BoP and women in business operations
- receiving more than 20 other growth support services such as export readiness, technical, and impact aspects

The MENA RIH will also assist innovators in raising investments, building partnerships, and expanding their networks. Some innovators will receive matching grants with a value reaching up to 300,000 USD.

Within the above context Berytech is seeking the assistance of a service provider to support "Dhia Al Alamiyah" (a supported firm by RIH MENA) in developing a Hydroponic design and technical management as part of scale up plans.

Innovator Description Dhia Al Alamiyah

Dhia Al Alamiyah; an Iraqi small business working in raising calves. The company provides meat and fodder for farmers. Their innovation relies on cultivating barley in hydroponic systems. Hydroponics ensures that only minimal space is required for cultivation and a

minimal amount of water is consumed. This leads to affordable meat for a variety of customers (livestock traders, farmers, retailers, and wholesalers).
Beef meat price in Iraq is high and cannot be consumed by mid-low income individuals on a daily basis due to their high prices. One of the main cost drivers is the livestock feed which counts to 31% of the end price of meat.
The prices of livestock have been increasing the last few years due to lack of rain level and the increase in drought, "Drought percentage reached 69% in Iraq as per MoA". The company adopted an innovative technology used in their farm that produces green barley vertically inside closed halls without soil with 7 days production cycle, and the whole plant can be used as high protein animal feed, coupled with higher productivity than the traditional method thus, reducing the feed cost by 30% percent compared to traditional feed. The company will use the green barley to feed their calves, and sell the remaining at affordable prices to smallholder farmers who are suffering losses due to the increase of high feed costs.
The company's expansion method and targets for 2022:

1. Install a new hydroponic barley fodder system that has 500 kg production capacity per day.
2. Expand the company team by adding a sales representative to reach customers directly and to increase the operation team to run the new hydroponic barley fodder system.
3. Growing the distribution network by adding new distributors in low-mid income neighborhoods.

As Dhia Al Alamiyah is expanding in sales and distribution in Iraq, the first need is to increase the productivity of their hydroponic system (as it is the main driver for fodder, they are not cultivating any crops on the field) to have enough capacity to distribute and feed their livestock. Based on this need to import a high-quality system with 500 kg productivity per day, the company currently has 2 options 1) purchase the whole system from outside Iraq or 2) purchase a couple of needed materials and equipment to develop and assemble it locally in partnership with an Iraqi service provider. In both cases, Dhia Al Alamiyah needs a technical advisory in hydroponic design and maintenance to ensure that the hydroponic gives its maximum productivity and availability.

Scope of work

Main Objective: The selected service provider will work with Dhia Al Alamiyah (hereinafter referred to as the "The Firm") to develop a "Hydroponic design and technical management" with a focus on productivity and availability of the system. The ultimate objective is to ensure the firm can design and implement and maintain high quality effective hydroponic systems.

Key activities:

1. Assessing the proposed hydroponic design and providing feedback on technical and economic feasibility (according to the targets defined in terms of production) compared to best practices. This study should include the best practices and most productive hydroponics for barley cultivation and compare it with the proposed

system design. The study result will be documented in a spreadsheet with pros and cons of the system and recommendation for present and future improvement, the study will assess the controller system and its environmental and nutrient solution properties:

- pH Level: making sure it is between 5.5 and 7 and reported periodically via the controller
- EC Level: making sure that 3 measurements are taken daily to ensure multiple readings therefore assess loss in nutrient & water due to evaporation, in addition to testing the EC circuit.
- Water Temperature: making sure it is between 18-26°C and reported periodically via the controller (test whether DS18B20 Water Temperature Sensor is essential).
- Air Temperature: making sure heating/cooling system are linked properly with the controller (test whether DHT11 Temperature sensor is essential)
- Light Level: making sure that the controller is integrated with an external remote plug to ensure light level is appropriate via photo-resistor.

2. Provide training on best practices in design aspects of the system including all electrical and mechanical details" and provide details advise on design improvements so as it becomes ready to implement.
3. Develop a complete tailored-made training program for Dhia Al Alamiyah Staff so they will be able to troubleshoot the system for both hardware and possibly for software and also, be able to solve common mistakes with the hydroponic system. Also, have guidelines which allows maintaining the systems and calculate its feasibility and cost.
4. Develop SOP for monitoring and controlling the hydroponic system, also provide guideline documents outlining best practice to work with system controllers.
5. Develop spreadsheet database of and link the Firm with potential hydroponics and spare part suppliers or providers for further development.
6. Develop a relationship with at least 2-3 suppliers to provide high quality equipment and spare parts in case of adjustment or maintenance, in addition to linking the company with other MENA region innovators that use hydroponics to exchange knowledge and get benefit from lessons learned.

Main Deliverables

1. A fully defined work plan using the WE4F work plan template, provided to the selected support provider, which will be approved by the WE4F RIH MENA prior to the actual support delivery start. This work plan will lay out the activities, timeline for completion, and who is responsible from the support provider side and the innovator / client side and should be submitted within one week of contracting and after a kick-off meeting with the innovator
2. Report covering aspects 1 to 4 in activities above
3. Report covering aspects 5 to 7 in activities above

Assumptions

1. This support is expected to be delivered between Mar and Sep 2022.

2. Relevant WE4F innovator staff will be available to respond to questions and information requests from the support provider within a time frame that enables the project to meet on time completion.
3. Dhia Al Alamiyah will provide all relevant information needed to establish the work including all previously communicated manufacturers of hydroponic systems
4. The service provider must be available for regular meetings (mostly virtual) with Dhia Al Alamiyah and other relevant WE4F country teams for discussions and iterations of the drafted documents. At least one site visit of 3-4 days (combined with training) should be considered in the workplan and budget.

Site Visit and Work Plan

1. **Site visit or conference call** with the innovator will occur after award being confirmed and contract signed. Through its consultation with the innovator, the selected service provider has the flexibility to propose new deliverables and/or revise the deliverables stated above based on the information it gathers and its understanding of the innovator's goals and needs. The selected service provider would document these new or revised deliverables in the work plan it drafts after its initial conversations with the innovator.
2. Berytech will review and approve the vendor's work plan. If during the initial requirements gathering calls the selected vendor determines that it is unable to deliver the work requested, the vendor will be compensated for its time investment to complete the work plan and will be released from any obligation to complete the project beyond the work plan. For budgeting purposes, the vendor should allocate $1,000 for its effort to complete the work plan.

Section 4: Offer Cover Letter

The following cover letter must be placed on letterhead and completed/signed/stamped by a representative authorized to sign on behalf of the offeror:

To: WE4F MENA Regional Innovation Hub
Berytech Innovation Park – Mar Roukoz
Saint Joseph University Sciences & Technology Campus
Lebanon

Reference: RFP No. **WE4F RFP-I01**

To Whom It May Concern:
We, the undersigned, hereby provide the attached offer to perform all work required to complete the activities and requirements as described in the above-referenced RFP. Please find our offer attached.

We hereby acknowledge and agree to all terms, conditions, special provisions, and instructions included in the above-referenced RFP. We further certify that the below-named firm—as well as the firm's principal officers and all commodities and services offered in response to this RFP—are eligible to participate in this procurement under the terms of this solicitation and under USAID regulations.

Furthermore, we hereby certify that, to the best of our knowledge and belief:

- We have no close, familial, or financial relationships with any Berytech Foundation or WE4F project staff members;
- We have no close, familial, or financial relationships with any other offerors submitting proposals in response to the above-referenced RFP; and
- The prices in our offer have been arrived at independently, without any consultation, communication, or agreement with any other offeror or competitor for the purpose of restricting competition.
- All information in our proposal and all supporting documentation is authentic and accurate.
- We understand and agree to Berytech Foundation' prohibitions against fraud, bribery, and kickbacks.

We hereby certify that the enclosed representations, certifications, and other statements are accurate, current, and complete.

Authorized Signature: _____

Name and Title of Signatory: _____

Date: _____

Company Name: _____

Company Address: _____

Company Telephone and Website: _____

Company Registration or Taxpayer ID Number: _____

Company DUNS Number: _____

Does the company have an active bank account (Yes/No)? _____

Official name associated with bank account (for payment): _____

Annex 1: FIXED PRICE SUBCONTRACT

FIXED PRICE SUBCONTRACT No. **BERYTECH ####**

Berytech Foundation
Damascus Road, Mueseum District
P.O.Box 11-7503 Riad El Solh
Beirut, Lebanon
Financial and VAT Reg#1429230

And

{VendorName}
{VendorAddress}
Tax Identification Number: {VendorTaxID}

For

Water and Energy for Food Program MENA Hub

USAID Prime Contract No. 7200AA20C00040

Effective Date: { **Fixed Price Sub-contract effective date** }

Berytech Foundation (hereinafter "Berytech") and {VendorName} (hereinafter "Supplier") hereby agree and enter into this Fixed Price subcontract whereby the supplier agrees to furnish and deliver all items or perform all the services identified in the Scope of work and Deliverables sections herein as part of the technical assistance services for the benefit of Awardees under the Water and Energy for Food program: A Grand Challenge for Development project.

The rights and obligations of the parties to this fixed price subcontract shall be subject to and governed by the following documents: (a) this subcontract; (b) Request for Proposal ####

The parties to this agreement hereby indicate their acceptance of the terms and conditions set forth in this document with the signatures of their authorized representatives shown below.

For Berytech Foundation

Signature _____

For {VendorName}

Signature _____

Name	_____	Name	_____
Title	_____	Title	_____
Date	_____	Date	_____

Article 1. Background and Context,
Water and Energy for Food (WE4F) is a 4-year (one base year, 3 option years) contract funded by the U.S. Agency for International Development (USAID) and implemented by The Berytech Foundation (Berytech).

Through the WE4F, Berytech leads a consortium of organizations to source and accelerate technological and business model innovations that will enable the production of more food with less water and/or make more water available for food production, processing, and distribution. As an incubator for water innovations, the WE4F program is implementing milestone-based funding, providing acceleration services, and ensuring financial, contractual, and reporting compliance of Awardees who are receiving support under the USAID funded Water and Energy for Food: Grand Challenge for Development grant activity, which is funded by USAID, the Swedish International Development Cooperation Agency, and the Ministry of Foreign Affairs of the Kingdom of The Netherlands.

The consortium's multifaceted support includes a flexible service to meet the needs of these Awardees by synthesizing expertise and resources from a diverse network of private sector innovation support organizations. Berytech supports Awardees to realize the full potential of their innovations through needs-based technical assistance, commercialization/scaling advisory services, financial management, monitoring and evaluation assistance, and partnerships/network building.

Within this framework, Berytech has is contracting vendors by publishing RFPs when needed in order to establish Fixed Price subcontracts with vendors also called Suppliers, including organizations and independent contractors, to provide technical assistance services to Awardees under the Water and Energy for Food: Grand Challenge for Development grant activity.

Article 2. Innovator's description and Scope of work
Please insert the Innovator's description and Scope of work.

Article 3. Period of Performance
The effective date of this fixed price subcontract is December 1, 2020 and the completion date is June 30, 2021. The Subcontractor shall deliver the deliverables set forth in Section A., Background, Scope of Work, Deliverables and Deliverables Schedule to the **Technical Assistance Manager or designee or other authorized project staff member in accordance with the schedule stipulated therein.**

In the event that the Subcontractor fails to make progress so as to endanger performance of this fixed price subcontract or is unable to fulfill the terms of this fixed price subcontract by the completion date, the Subcontractor shall notify Berytech forthwith and Berytech shall have the right to summary termination of this fixed price subcontract upon written notice to the Subcontractor in accordance with the incorporated FAR Clause 52.249-8, Default (Fixed-Price Supply and Service).

Article 4. Deliverables and Deliverables Schedule

The Subcontractor shall submit the deliverables described above in accordance with the following Deliverables Schedule:

No.*	Deliverable Name	Due Date
01.	• A fully defined work plan using the WE4F work plan template	Please insert due date
02	• Please insert deliverables • Etc.. •	Please insert due date
03.	• Please insert deliverables • Etc.. •	Please insert due date

Site visit or conference call with the innovator will occur after award being confirmed and contract signed. Through its consultation with the innovator, the selected service provider has the flexibility to propose new deliverables and/or revise the deliverables stated above based on the information it gathers and its understanding of the innovator's goals and needs. The selected service provider would document these new or revised deliverables in the work plan it drafts after its initial conversations with the innovator.

Berytech will review and approve the vendor's work plan and validate alignment with Budget. If during the initial requirements gathering calls the selected vendor determines that it is unable to deliver the work requested, the vendor will be compensated for its time investment to complete the work plan and will be released from any obligation to complete the project beyond the work plan. For budgeting purposes, the vendor should allocate $1,000 for its effort to complete the work plan.

Berytech reserves the unilateral right to terminate this Fixed Price Sub, paying for all deliverables completed at the time of termination and a pro-rata share of any deliverable in progress, in accordance with the procedures set forth in Federal Acquisition Regulation (FAR) Clause 52.249-1, "Termination for Convenience of the Government (Fixed Price) (Short Form) (April 1984)", which is hereby incorporated by reference. The full text is available at https://www.acquisition.gov/far/current/html/52_248_253.html.

Any change in the Subcontractor's scope of work and/or deliverable(s) requires prior

written authorization of Berytech through a modification to this subcontract.

Article 5. Subcontract Fixed Price, Invoicing and Payment

As consideration for the delivery of all of the products and/or services stipulated in Articles 4, Berytech will pay the Subcontractor a total of XXX USD + XX% VAT -when applicable (Please insert Amount in letters +XX % VAT). This figure represents the total price of this subcontract and is fixed for the period of performance outlined in Article 4., Period of Performance. Berytech will pay the total price through a series of installment payments. Berytech will make each payment listed below, after Subcontractor's completion of the corresponding deliverable indicated in the following table.

No.*	Deliverable Name	Subtotal Amount	XX% VAT (If applicable)	Total Amount
01.	• A fully defined work plan using the WE4F work plan template	XXX	XXX	XXX
02.	• Please insert deliverables • Etc..	XXX	XXX	XXX
03	• Please insert deliverables • Etc..	XXX	XXX	XXX
Total fixed price		XXX USD	XXX USD	XXX USD

*Deliverable numbers and names refer to those fully described in Article, above.

Upon technical acceptance of the contract deliverables described in Article 4, Deliverables and Deliverables Schedule, by the Berytech representative identified herein, the Subcontractor shall submit an electronic invoice to Berytech Foundation for payment to Tina El Boustany.

The invoice Should follow the rules of the country of incorporation of the vendor and will include:

a) Name and address of the Supplier
b) Invoice date
c) Sub-contract number
d) Itemized list of claimed deliverables delivered and accepted
e) Payment cost per deliverables as per Sub-contract
f) Total payment amount due
g) Bank account information for payment
h) Tax Number and/or VAT Number if available

The supplier's invoice will be paid by Berytech within thirty (30) days of (a) Berytech's receipt and acceptance of the commodities or services from the call order, (b) Berytech's receipt of a complete and acceptable Supplier invoice, and (c) Berytech's receipt of USAID's payment of the Supplier's invoice. Payment will be made in U.S. dollars via wire transfer.

Account name:
Bank name:
Bank address or branch location:
Account Number
Account Name:
IBAN:

Payments will not be issued to third parties. Payments will only be issued to the Supplier identified in this Sub-contract.

Article 6. Inspection and Acceptance
The Supplier shall only deliver those services and any items or commodities that conform to the requirements of this Fixed Price Sub-contract. Berytech reserves the right to inspect or test any supplies or services that have been delivered for acceptance. Berytech may require replacement of nonconforming commodities or re-performance of nonconforming services at no increase in purchase order price. If replacement or re-performance will not correct the defects or is not possible, Berytech may seek an equitable price reduction or adequate consideration for acceptance of nonconforming commodities or services. Berytech must exercise its post-acceptance rights within a reasonable time after the defect was discovered or should have been discovered.

Article 7. Foreign Taxes
The agreement is issued is not exempt from the payment of foreign taxes, VAT, tariff, duties, or other levies imposed by any laws in effect in any foreign country. Therefore, any invoiced prices include all applicable taxes, VAT, charges, tariffs, duties and levies in accordance with applicable laws.

Article 8. Risk of Loss
Risk of loss or damage to the items provided under any purchase order shall remain with the Supplier until, and shall pass to Berytech upon delivery of the items to Berytech or Berytech's authorized agent at the delivery location.

Article 9. Intellectual Property
All Foreground Intellectual Property (IP) shall be the property of Berytech and the Client. The Supplier shall retain its Background IP as its sole property.

Article 10. Confidential Information
Confidential information is all proprietary and confidential information of the Client as well as Berytech, disclosed by the Client or by Berytech during the course of the Assignment, including but not limited to, financial information, information relating to Berytech or the Client's products, operations, processes, plans or intentions, product information, know-how, design rights, trade secrets, market opportunities and business affairs. The Supplier agrees to keep secure and confidential, and not, other than as provided in this paragraph, to disclose to any person or third party or to use except for

the purposes of providing the services any confidential information except to the extent that: (a) the confidential information is, or comes into the public domain other than due to wrongful use; or (b) disclosure is required by a lawful governmental order.
The Supplier shall keep in strict confidence all Confidential Information and shall only disclose such Confidential Information:

a) to its employees, officers, representatives, advisers, who need to know such information for the purposes of carrying out the Supplier's obligations under this Agreement; and
b) as may be required by law, court order or any governmental or regulatory authority.

1.1 The Supplier shall ensure that its employees, officers, representatives, advisers, to whom it discloses such information comply with this Clause.
1.2 The Supplier shall not use any such information for any purpose other than to perform its obligations under this Agreement.
1.3 The obligations of confidentiality contained in this Clause shall not apply to Confidential Information which the Supplier can demonstrate:
(a) at the time of receipt by the Supplier is in the public domain, or subsequently comes into the public domain through no fault of the Supplier, its employees, officers, representatives, advisers, agents or subcontractors;
(b) is lawfully received by the Supplier from a third party on an unrestricted basis;
(c) is already known to the Supplier before receipt hereunder; or
(d) is independently developed by the Supplier or its employees, officers, representatives, advisers, agents or subcontractors.

Article 11. The Supplier's Experts
Please indicate the names of the Key personnel who will be performing the assignment. This should be in line with the approved offer.

The Supplier shall not change the experts working on the Supplier Scope of Services listed above without the Client agreement. The Supplier could add experts to assist in the performance of the scope of services. In the event that the client officially requests the replacement of any of the Supplier experts by another, the Supplier will comply with the client request.

Article 12. Eligibility of Commodities and Supplies
The Supplier shall adhere to the following in carrying out this Fixed price sub-contract.

a) All commodities must be new and unused unless otherwise authorized in writing by Berytech.
b) All commodities supplied under this contract comply with the authorized USAID Geographic Code 935 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-2012-title22-vol1/pdf/CFR-2012-title22-vol1-part228.pdf), unless otherwise indicated in writing by Berytech.
c) No commodities made in—or containing a component made in—Burma (Myanmar), Cuba, Iran, North Korea, or Syria may be supplied.
d) 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 above-identified USAID Geographic Code. The Supplier must also meet the nationality requirements of 22 CFR 228.

e) No commodities or services shall be eligible for payment under this contract if provided by a vendor included on any list of suspended, debarred, or ineligible entities used by USAID or the United States Government.

Article 13. Governing Law and Resolution of Disputes

A) Governing Law. This Fixed Price Sub-contract, including any disputes related thereto, shall be governed by the laws of Lebanon.

B) Disputes between the Parties. The following procedures shall govern the resolution of any controversy, dispute or claim between or among "Parties," arising out of the interpretation, performance, breach or alleged breach of this Fixed Price Sub-contract ("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 (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. For Berytech, such designee shall be Deputy Managing Director, or a person at a higher level of authority. For Supplier, such designee shall be an authorized negotiator. 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. The summary may be submitted directly to the designated Party Executive. 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) Laws of Lebanon: This Fixed Price Sub-contract shall be governed by and construed in accordance with the Laws of Lebanon. Should the Parties fail to resolve their Dispute within 45 days from the date of submission of the claim summary, or such other amount of time as agreed between the Parties, the Dispute shall be finally settled before the Courts of Lebanon.

C) Obligation to perform work. Supplier shall diligently proceed with the performance of work pending final resolution of any Dispute.

Article 14. Indemnity

The Supplier agrees to indemnify and hold harmless Berytech 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 Fixed price sub-contract.

Article 15. Termination

Berytech reserves the unilateral right to terminate this Fixed Price Sub-contract paying for all deliverables completed at the time of termination and a pro-rata share of any deliverable in progress, in accordance with the procedures set forth in Federal Acquisition Regulation (FAR) Clause 52.249-1, "Termination for Convenience of the Government (Fixed Price) (Short Form) (April 1984)", which is hereby incorporated by

reference. The full text is available at

https://www.acquisition.gov/far/52.249-1#:~:text=%C2%AB%20PreviousNext%20%C2%BB-,52.249%2D1%20Termination%20for%20Convenience%20of%20the%20Government%20(Fixed%2D,Price)%20(Short%20Form).&text=The%20Contracting%20Officer%2C%20by%20written,is%20in%20the%20Government's%20interest.

Article 16. Excusable Delays

Except for defaults of subcontractors at any tier, the Supplier shall not be in default because of any failure to perform this Fixed price sub-contract if the failure arises from causes beyond the control and without the fault or negligence of the Supplier. Examples of these causes include acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Supplier. 'Default' includes failure to make progress in the work so as to endanger performance.

If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Supplier and subcontractor, and without the fault or negligence of either, the Supplier shall not be deemed to be in default, unless–

(1) The subcontracted supplies or services were obtainable from other sources;
(2) Berytech ordered the Supplier in writing to purchase these supplies or services from the other source; and
(3) The Supplier failed to comply reasonably with this order.
(4) Upon request of the Supplier, Berytech shall ascertain the facts and extent of the failure.

If Berytech determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to Berytech's rights under the termination clause of this contract.

The Supplier shall notify Berytech in writing as soon as it is reasonably possible after the commencement of any excusable delay, describing the full details of the delay, shall exercise its best effort to remedy the occurrence of any excusable delay, and promptly provide Berytech with written notice upon the cessation of the conditions resulting in any excusable delay.

Article 17. Anti-Kickback Procedures

a) Definitions.

- Kickback, as used herein, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind, which is provided, directly or indirectly, to Berytech, the Supplier or Supplier employees, or vendors in any way related to the performance or subsequent activities of this Fixed price sub-contract, for the purpose of improperly obtaining or rewarding favorable treatment in connection with this Fixed price sub-contract.
- Person, as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.
- Supplier employee, as used in this clause, means any officer, partner, employee, or agent of the Supplier.

b) The Supplier and its employees, whether directly or indirectly engaged in the performance of this BPA, 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 Berytech. When the Supplier has reasonable grounds to believe that a violation described in paragraph (b) of this provision may have occurred, the Supplier shall promptly report in writing the possible violation. Such reports shall be made to Berytech, who shall forward the report to the USAID Inspector General for investigation, as required. The Supplier agrees to cooperate fully with any United States Government agency investigating a possible violation described in paragraph (b) of this Article.

Berytech may offset the amount of the kickback against any monies owed by Berytech under any orders issued pursuant to this Fixed price sub-contract or order the monies withheld from future payments due the Supplier. The Supplier shall include the substance of this provision in any subcontract it may issue under this Fixed price sub-contract.

Article 18. Compliance with U.S. Anti-Corruption Regulations

Consistent with the principles and requirements of the United States Foreign Corrupt Practices Act (FCPA), the OECD Convention on Combating Bribery of Foreign Officials in International Business Transactions, the United States False Claims Act (FCA), the United States Anti-Kickback Act, and all related and implementing legislation that may be applicable to this Fixed price sub-contract, the Supplier certifies, warrants and represents that:

a) It has not made, authorized, or offered (and will not make, authorize, or offer) any payment, or given, authorized, or offered (and will not give, authorize the giving of, or offer) anything of value, directly or indirectly, with respect hereto or otherwise,
   (i) To any official or employee of any foreign government, state-owned enterprise, or international organization,
   (ii) To any person acting in an official capacity for or on behalf of any government state-owned enterprise, or international organization, or
   (iii) To any political party or to any person known to be a candidate for any office in any government;

   In order to
   1. influence any act or decision in any such person's official capacity;
   2. induce any such person to do or omit to do any act in violation of their lawful duty;
   3. secure any improper advantage; or
   4. induce any such person to use influence with any government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality, for the purpose of obtaining or retaining business or directing business to any person.

b) It has not made, used, or caused to be made or used (and will not make, use, or cause to be made or used), a false record or statement to get a false or fraudulent claim paid or approved by the Government (including payment via the prime contractor). This includes, inter alia:
   (i) Submitting for payment or reimbursement a claim known to be false or fraudulent
   (ii) Making or using a false record or statement material to a false or fraudulent

claim or to an 'obligation' to obtain payment from the government (including payment via the prime contractor).

(iii) Engaging in a conspiracy to defraud by the improper submission of a false claim.

(iv) Concealing, improperly avoiding or decreasing an obligation to pay money to the government.

c) The Parties agree to promptly advise each other if they believe violations of this provision has occurred, so that the matter may be handled in a timely fashion, and to cooperate on reporting requirements, if any. Notwithstanding any other provision in this Fixed price sub-contract, Berytech considers non-compliance with this Article to be a material breach of this Fixed price sub-contract and reserves the right to terminate this sub-contract, upon written notice, if it determines in its sole discretion that the Supplier is in breach of this Article.

Article 19. Terrorist Financing Prohibition

The Supplier (including its employees, consultants and agents), by entering into this Fixed price sub-contract, certifies that it does not engage, support or finance individuals and/or organizations associated with terrorism. 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. A list of entities and individuals subject to restrictions, prohibitions and sanctions can be found at the web site of the Department of Treasury's Office of Foreign Assets Control (OFAC), at http://treasury.gov/ofac. It is the legal responsibility of the Supplier to ensure compliance with the Executive Order 13224 and other U.S. laws prohibiting terrorist financing. This provision must be included in all contracts issued by the Supplier under any purchase order issued under this Fixed price sub-contract.

Article 20. Combating Trafficking in Persons

a) Definitions. As used in this Article, the definitions of "Agent", "Coercion", "Commercial sex act", "Debt bondage", "Employee", "Forced labor", "Involuntary servitude", Severe forms of trafficking in persons", and "Sex trafficking" can be found in the full text of the Federal Acquisition Regulation (FAR) clause entitled "52.222-50, Combating Trafficking in Persons" located at https://www.acquisition.gov/far/52.222-50

b) Policy. The United States Government has adopted a zero tolerance policy regarding trafficking in persons. The Supplier, its Agents, and its Employees shall not–

(1) Engage in severe forms of trafficking in persons during the period of performance of the Agreement;

(2) Procure commercial sex acts during the period of performance of the Agreement; or

(3) Use forced labor in the performance of the Agreement.

c) Supplier requirements. The Supplier shall–

(1) Notify its Agents and Employees of–

(i) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the Agreement, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this Article.

d) Notification. The Supplier shall immediately notify Berytech of–

(1) Any information it receives from any source that alleges any Supplier Agent,

Employee, Subcontractor, or Subcontractor Agent or Employee has engaged in conduct that violates this policy; and

(2) Any actions taken against Supplier Agents, Employees, Subcontractors, or Subcontractor Agents or Employees pursuant to this Article.

e) Remedies. In addition to other remedies available to the U.S. Government, the Supplier's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in–

(1) Requiring the Supplier to remove a Supplier employee or employees from the performance of the Agreement;
(2) Requiring the Supplier to terminate a subcontract;
(3) Suspension of Agreement-related payments;
(4) Loss of award fee, if any, consistent with the award fee plan, for the performance period in which Berytech determined Supplier non-compliance;
(5) Termination of the Agreement for default or cause, in accordance with the termination clause of this Agreement; or
(6) Suspension or debarment by the U.S. Government.

f) Subcontracts. The Supplier shall include the substance of this Article, including this paragraph (f), in all subcontracts.

g) Mitigating Factor. Berytech may consider whether the Supplier had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/g/tip.

Article 21. Restriction on Certain Foreign Purchases

a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the U.S. Department of the Treasury, the Supplier shall not acquire, for use in the performance of any services under this Agreement, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

b) Except as authorized by OFAC, most transactions involving Cuba and Iran are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at http://www.treas.gov/offices/enforcement/ofac/sdn. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at http://www.treas.gov/offices/enforcement/ofac.

Article 22. Compliance with U.S. Export Laws

Supplier warrants and agrees to comply with all U.S. export laws and regulations and other applicable U.S. law and regulations, including but not limited to: (i) the Arms Export Control Act (AECA), 22 U.S.C. 2778 and 2779; (ii) Trading with the Enemy Act (TWEA), 50 U.S.C. App. §§ 1-44; (iii) International Traffic in Arms Regulations (ITAR), 22 C.F.R. Parts 120-130.; (iv) Export Administration Act (EAA) of 1979 and the Export Administration Regulations (EAR) 15 C.F.R. Parts 730-774, (including the EAR anti-boycott provision); (v) the International Emergency Economic Powers Act (IEEPA), 50 U.S.C. 1701-1706 and Executive Orders of the President under IEEPA, 50 U.S.C. app. §§ 2401-2420; (vi) Office of Foreign Asset Controls (OFAC) Regulations, 31 C.F.R. Parts 500-598; and (vii) other applicable U.S. laws and regulations. As required, subject to Berytech's prior approval for all exports or imports under the Fixed price subcontract,

Supplier shall determine any export license, reporting, filing or other requirements, obtain any export license or other official authorization, and carry out any customs formalities for the export of goods or services. Supplier agrees to cooperate in providing any reports, authorizations, or other documentation related to export compliance requested by Berytech.

Supplier agrees to indemnify, hold harmless and defend Berytech for any losses, liabilities and claims, including as penalties or fines as a result of any regulatory action taken against Berytech as a result of Supplier's non-compliance with this provision.

Article 23. Set-Off Clause

Berytech reserves the right to set-off against any amounts payable to the Supplier under this Fixed price subcontractor any other agreement between the Supplier and Berytech, the amount of any claim or refunds that Berytech may have against the Supplier.

Article 24. Assignment and Delegation

This Fixed price subcontract agreement may not be assigned or delegated, in whole or in part, by the Supplier without the written consent of Berytech. Absent such consent, any assignment is void.

Article 25. Compliance with Applicable Laws and Standards

The Supplier shall comply with all applicable laws, ordinances, codes, regulations, and other authoritative rules of the cooperating country and its political subdivisions and with the standards of relevant licensing boards and professional associations.

Article 26. Supplier Performance Standards

Supplier agrees to provide the services as listed above with the requirements set forth in this Fixed price subcontract. Supplier undertakes to perform the services there under in accordance with the highest standards of professional and ethical competence and integrity in Supplier's industry and to ensure that employees assigned to perform any services under this BPA will conduct themselves in a manner consistent therewith. The services will be rendered by Supplier: (1) in an efficient, safe, courteous, and businesslike manner; (2) in accordance with any specific instructions issued from time to time by Berytech; and (3) to the extent consistent with items (1) and (2), as economically as sound business judgment warrants. Supplier shall provide the services of qualified personnel through all stages of this Fixed price sub-contract. Supplier represents and warrants that it is in compliance with all the applicable laws of Lebanon and any other Jurisdiction in which the services shall be performed.

Article 27. Miscellaneous

a) No statement, representation, warranty, covenant, or agreement of any kind not expressly set forth in this Fixed price sub-contract shall affect, or be used to interpret, change, or restrict the express terms and provisions of this subcontract. Each of the parties hereto agrees to cooperate with the other parties hereto in effectuating this Fixed price subcontract and to execute and deliver such further documents or instruments and to take such further actions as shall be reasonably requested in connection therewith.
b) All statements, representations, warranties, covenants, and agreements in this Fixed price subcontracts shall be binding on the parties hereto and shall inure to the benefit of the respective successors and permitted assigns of each Party hereto. Nothing in this Fixed price subcontract shall be construed to create any rights or obligations except among the parties hereto, and no person or entity

shall be regarded as a third-party beneficiary of this Subcontract.

c) In the event that any court of competent jurisdiction shall determine that any provision, or any portion thereof, contained in this Fixed price subcontract shall be unenforceable or invalid in any respect, then such provision shall be deemed limited to the extent that such court deems it valid or enforceable, and as so limited shall remain in full force and effect. In the event that such court shall deem any such provision partially or wholly unenforceable, the remaining provisions of this Fixed price subcontract shall nevertheless remain in full force and effect.

d) The headings and captions contained in this Fixed price subcontract are for convenience only and shall not affect the meaning or interpretation of this subcontract or of any of its terms or provisions.

e) Unless otherwise specifically agreed in writing to the contrary: (i) the failure of any party at any time to require performance by the other of any provision of this Fixed price subcontract shall not affect such party's right thereafter to enforce the same; (ii) no waiver by any party of any default by any other shall be valid unless in writing and acknowledged by an authorized representative of the non defaulting party, and no such waiver shall be taken or held to be a waiver by such party of any other preceding or subsequent default; and (iii) no extension of time granted by any party for the performance of any obligation or act by any other party shall be deemed to be an extension of time for the performance of any other obligation or act hereunder.

f) The Supplier acknowledges and understands that this agreement, and any subsequent call orders issued thereunder, is made and entered into effect solely and exclusively by Berytech and the Supplier, and that the U.S. Agency for International Development shall in no way be considered, construed, or implicated as a party thereunto.