

Terms and Conditions for Framework Agreement

REFERENCE: ITB-2026-0002290

1. Preamble

- 1.1 Medair is a Swiss-based international non-governmental humanitarian organization dedicated to relieving human suffering in some of the world's most remote and devastated places. Medair reaches people in underserved communities that have been damaged by natural disasters, conflicts and other crises. In doing so, Medair helps people recover with dignity and develop skills to build a better future.
- 1.2 This agreement follows the PO as well as the RFX and is in the framework of Medair humanitarian programs. The supplier understands the humanitarian purpose of the activities of Medair.

2. General Conditions

- 2.1 The supplier commits to respect the conditions of this agreement. Medair expects its suppliers to follow ethical business practices and be socially accountable. Those expectations are set out in the section below "Standard of Conduct".
- 2.2 These Terms and Conditions applies to the FA it is attached to and is made by the entity identified in the FA as "Medair" from the entity identified in the FA as "Supplier."
- 2.3 The Supplier agrees to supply the deliverables contained in the FA at the agreed price and meet any other special terms agreed between the parties set out in the FA and its attachments. In the case of contradictions between this agreement, the FA and/or other attachments, the FA shall take precedence.
- 2.4 No FA shall be agreed to and no changes or variations to any FA shall be effective unless it is signed by an authorised Medair representative(s).
- 2.5 For values over \$10,000 USD the FA is signed by two Medair authorized representatives.
- 2.6 The FA will be deemed accepted by the Supplier upon the first of the following to occur:
 - 2.6.1 if the Supplier expressly accepts the FA in any form;
 - 2.6.2 if the Supplier starts performing the FA in any manner,
 - 2.6.3 when the Supplier accepts any payment from Medair under the FA
- 2.7 This agreement does not constitute a commitment to purchase from Supplier and Medair reserves the right to purchase the same or similar products or services at any other Supplier at any point.

3 Subject of the Agreement

- 3.1 The subject items of the agreement are stated in the FA.
- 3.2 The Parties agree to establish a prepositioning ("White Stock") mechanism for essential medicines and related items (or "Prepositioned Goods" or "Goods"). The objective of this mechanism is to reduce

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lead times, enhance emergency readiness, and enable Medair to respond rapidly to sudden programme scale-ups

4 Stock Availability

- 4.1 The Supplier shall maintain, at all times throughout the term of this Agreement, the full minimum quantities of all Prepositioned Goods as defined in the FA.
- 4.2 The Supplier may rotate such stock through sales to other customers, provided that the minimum quantities defined in the FA are continuously available for immediate call off by Medair.
- 4.3 All Goods supplied to Medair shall have a minimum remaining shelf life of twenty-four (24) months at the time of dispatch, unless otherwise agreed in writing with Medair
- 4.4 The Supplier shall notify Medair immediately and in writing of any actual or potential supply risks, including but not limited to delayed replenishment, discontinued items, or batch quality issues.

5 Order Placement and Fulfilment

- 5.1 Medair shall order the Goods through the issuance of a purchase order ("PO") under this Framework Agreement.
- 5.2 Upon receipt of a valid PO, Medair shall pay the full purchase order value in accordance with the agreed pricing.
- 5.3 The Supplier shall prepare, pick, pack, and dispatch the ordered Prepositioned Goods immediately upon receipt of the PO, ensuring that lead times are minimized.

6 Duration

- 6.1 This agreement shall be effective for the duration expressed in the FA as start date and end date.

7 Delivery terms

- 7.1 All goods are delivered based on the Incoterms indicated in the FA unless otherwise specified in the PO.
- 7.2 Responsibilities for transport, insurance, customs clearance, transfer of risk, and delivery shall be governed by the Incoterm specified in the PO. The Supplier will deliver the goods to the delivery address specified in the Purchase Order in accordance with the delivery terms, date(s), quantity, price and quality stated in the FA. Excess quantities may be returned to the supplier at their own risk and cost.

8 Delivery Plan

- 8.1 The total quantity of the products ordered by Medair shall be delivered or be ready for shipment (Shipping documents prepared, items packed, export permit arranged) within **2** of calendar days, unless otherwise agreed on the Purchase Order.

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- 8.2 The Supplier will maintain sufficient capacity to deliver to Medair the agreed quantities of the products at any time. The Supplier will immediately notify Medair if it does not have the required level of capacity, regardless the reason.

9 Delivery Date

- 1.1 The total quantity of the product shall be delivered or be ready for pick-up before the "Delivery Date" specified in the Purchase Order.

10 Documentation

- 10.1 The Supplier shall accompany all deliveries of goods with a **delivery note** that provides a complete description of the goods, the quantity and the Purchase Order number.
- 10.2 The supplier shall provide the following documents for each order:
- Invoice
 - Packing list
 - Certificate of Origin
 - Certificate of conformity of the product
 - Certificate of Analysis
 - Delivery note
- 10.3 Medair reserves the right to request additional documentation such as certificates of analysis, certificates of origin or proof of quality for the goods delivered.

11 Proof of Delivery and Acceptance

- 11.1 The supplies shall remain the sole responsibility of the Supplier until acceptance by signature of the delivery note by authorised Medair staff, pick-up of items by the selected shipping partner, or handover to the customs agency of the delivery country.
- 11.2 If the Supplier delivers to an address other than indicated in the Purchase Order, Medair shall not be liable for the payment of the Goods delivered and the Supplier would be considered to have acted on his own accord.

12 Delays and Non-Delivery

- 12.1 If delivery date(s) cannot be met, the Supplier must immediately inform Medair in writing of the Supplier's best possible delivery date(s) subject to Medair's acceptance. If deliveries are not made at the time agreed upon in the Purchase Order, Medair may exercise one or more of the following remedies: (i) request that Supplier ships the goods by other than designated routing to expedite delivery (cost of alternative means of shipment shall be borne by Supplier); (ii) cancel the PO or/and FA in whole or in part; (iii) refuse to accept any subsequent delivery of goods or performance of services or works; (iv) recover from Supplier any expenditure reasonably incurred by Medair in obtaining substitution goods, services or works from another supplier (v) claim damages for any costs, losses or expenses incurred by Medair which relate to Supplier's failure to deliver the goods, services or works on the due date.

13 Quality

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- 13.1 The Supplier shall retain full responsibility for quality assurance, including compliance with Good Distribution Practices (GDP), batch testing, recalls, and product integrity until delivery to Medair.
- 13.2 Should the quality or the condition of the goods not satisfy the requirements of the FA and its attachments at the moment of:
- Delivery inspection
 - Inspection of the goods, services or works after delivery
- The Supplier must replace them at Supplier's expense, including transportation and additional charges.
- 13.3 The replacement must be executed as soon as possible, at the latest within 3 number of days from the discovery of non-compliance. The replaced goods are subject to the terms of the FA and its attachments.
- 13.4 The Supplier shall notify Medair within 24 hours of becoming aware of any recall, serious quality defect, falsification concern, regulatory action, or market withdrawal affecting any Prepositioned Goods
- 13.5 The supplier shall remove specific markings of the non-accepted goods, services or works when the marking bears Medair's name, logo or mark or that of the institutional donor.

14 Quantity

The quantity of goods delivered by the Supplier to Medair will not differ from those specified on the FA and/or PO, nor will any other modifications of the FA and/or PO be effective unless such change or modification is first authorized by Medair in writing. If quantities delivered are not the same as agreed, Medair may exercise one or more of the following remedies: (i) cancel the FA and/or the PO in whole or in part; (ii) refuse to accept any subsequent delivery of goods or performance of services or works, or (iii) claim damages for any costs, losses or expenses incurred by Medair which relate to Supplier's failure to deliver the agreed quantity of goods, services or works.

15 Packaging and labelling, Storage and Transport

- 15.1 The Supplier will store the items in their facility according to best practice and in accordance with GSDP standards.
- 15.2 The Supplier will properly and lawfully package and label all goods for safe and wholesome shipment to Medair, or as established in the FA or otherwise instructed by Medair. No charge will be allowed for packing, labelling, boxing, or cartage unless accepted in writing by Medair. The Supplier will be responsible for breakages, shortages and damage caused by inadequate packaging, labelling or storage. Storage must be appropriate for the type of Goods and must be made in a dry, clean place, and bird, insect and rodent proof.
- 15.3 Transport will be handled in accordance with what is established in the FA or as instructed by Medair. Supplier will be accountable for and pay any excess transportation costs arising from Supplier's failure to follow Medair's instructions. In any case, transport must be in clean and safe vehicles. Supplier warrants that any transportation costs included in the price of the FA will not exceed actual transportation costs paid by Supplier.

16 Deposit

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- 16.1 Medair shall provide the Supplier with an initial deposit (the “Deposit”) in the amount corresponding to the total value of the agreed list of Goods.
- 16.2 The Deposit shall be held by the Supplier for the entire duration of this Agreement and shall serve exclusively as security for the Supplier’s obligation to maintain the required stock levels described herein.
- 16.3 The Deposit shall remain the property of Medair at all times and shall be separately identifiable within the Supplier’s financial records.
- 16.4 The Deposit shall not constitute an advance payment for any future purchase orders except in cases when this is expressly requested. In such cases, Medair will refill the deposit swiftly.
- 16.5 The Deposit shall remain with the Supplier for the duration of this Agreement.
- 16.6 Upon expiry or termination of this Agreement, the Deposit shall be refunded to Medair **within thirty (30) days**, provided that:
- a. all outstanding POs have been fulfilled, and
 - b. no financial claims or offsets are pending between the Parties.
- 16.6 The Supplier shall not withhold, set off, or otherwise encumber the Deposit except as expressly permitted under this Agreement.

17 Price and payment terms

- 17.1 The Supplier shall provide the items at the indicated price in the FA. Changes in the price of the items are communicated to Medair in a timely manner.
- 17.2 The price stated in the FA includes all charges and taxes unless otherwise specified in it and is deemed to be exempt from fiscal and other duties of the Supplier, if permitted by national authorities. Import duties and transportation costs are not included in the stated price.
- 17.3 No price changes will be accepted unless authorized in writing by Medair before shipment of goods.
- 17.4 Medair shall pay the Supplier for every PO after receipt of the Supplier’s undisputed invoice and Proof of Delivery (PoD) for duly delivered and conforming goods. The Supplier will comply with all Medair’s instructions in connection to invoicing and payment processing.
- 17.5 Advanced payments, if any, are made in consideration of the future full and satisfactory delivery of goods and will constitute a recoverable advance in case of non-satisfactory, incomplete or non-delivery of the goods, services or works.
- 17.6 The Supplier will assume the risk of unfavourable currency fluctuations between the time of invoicing and the time of payment.
- 17.7 All payments shall be made in the currency, by the means of payment and schedule indicated in the FA, and by the banking details indicated below.

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- 17.8 The Supplier shall deliver an invoice to Medair in accordance with the terms set out in the FA and PO and with the following documents: Original invoice including a serial number referencing the FA and PO number concerned.

18 Delivery note signed by the shipper or receiver

- 18.1 Invoices must be sent via email to: invoice_gso-che@medair.org
- 18.2 All payments shall be made by Medair to [insert name of payee, payment/bank/cheque etc. info].

19 Termination

- 19.1 Medair will have the right to terminate the PO and any or all other POs between Medair and Supplier for any of the following specific reasons: (i) suspension or material interruption (including but not limited to security incidents, funding shortages or government action) of Medair's humanitarian activities; (ii) insolvency or bankruptcy of Supplier; (iii) breach of this agreement or the PO (including any annexes) which is incapable of remedy or which, if capable of remedy, has not been remedied within XX days of service of a written notice from Medair specifying the breach and requiring it to be remedied; (iv) if, in Medair's opinion, Supplier damages or may damage Medair's brand, goodwill or reputation or should Medair be dissatisfied on reasonable grounds with the way the Supplier is handling its business and if Supplier does not take, in Medair's sole opinion, steps necessary to remedy such situation within the designated period of time after notice thereof is given by Medair in writing
- 19.2 Medair will have no liability or obligation whatsoever to Supplier by reason of or resulting from such termination; but, at Medair's sole discretion, Medair may pay Supplier its actual direct out-of-pocket costs of performance hereunder to the date of such termination, as approved by Medair, in which event, the finished Goods, completed Services or any work-in-process as of the date of termination will become the property of Medair and Supplier will safely hold the same for a reasonable period of time subject to receipt of Medair's written shipping or other disposition instructions.
- 19.3 The termination of the FA, regardless of its cause, will be without prejudice to the rights and duties of Medair accrued prior to termination. The provisions of this agreement which expressly or implicitly have effect after termination will continue to be enforceable notwithstanding termination or expiration. Any provisions of this Agreement that by their nature extend beyond termination of this Agreement, will survive such termination.

20 Standard of conduct

- 20.1 The Supplier shall fulfil its commitments under the FA with full regard to the humanitarian nature of Medair's activities and shall refrain from any action which may adversely affect Medair's reputation or ability to carry out its humanitarian work.
- 20.2 The Supplier shall ensure that this article applies to its employees, staff, consultants, and representatives, and is contained in all agreements with subcontractors. The Service Provider shall be responsible for the conduct of its employees, and will select, for work under the FA, individuals who will comply with this section.
- 20.3 Medair expects the Supplier to follow ethical business practices as set out in Medair's Code of Ethics and its associated policies listed below, available on Medair's website at

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<https://www.medair.org/accountability/> and that are subject to periodic updates. All activities carried out pursuant to the FA and this Agreement must be consistent with the Code of Ethics and associated policies, and all applicable domestic and international laws and regulations.

- 20.4 By signing these Terms and Conditions, the supplier agrees to review and adhere to the following Medair policies available at <https://www.medair.org/accountability/> or that can be sent upon request:
- Code of Ethics
 - Policy on Preventing Fraud
 - Conflict of Interest Policy
 - Policy on Preventing Harassment
 - Policy on Preventing Sexual Exploitation and Abuse
 - Policy on Preventing Forced Labour and Human Trafficking
 - Child Protection Policy
 - Policy on Anti-Terrorism and Trade Sanctions
 - Policy on Preventing Racism
 - Data Protection Policy
 - Environmental Policy

- 20.5 If the supplier fails to adhere to these documents, Medair may terminate the FA and its relationship with the supplier with immediate effect, and Medair expressly reserves the right to seek any legal remedies available to it in respect to non-adherence, including refund of payments already made to the supplier.

21 Force majeure

- 21.1 The FA shall be suspended if delivery is not possible due to reasons constituting force majeure event.
- 21.2 Medair or the supplier will notify immediately the other party in writing of the force majeure event as soon as possible.
- 21.3 A Force Majeure event is defined as an event caused by a circumstance beyond a party's reasonable control and that could not have been prevented or avoided by the exercise of all due diligence, e.g.: natural catastrophes, war, public power outages, civil unrests and conflicts, acts of terrorism, labour strikes (strikes and other labour unrest that affect only one party and are not caused by a general or mass strike will not constitute an excusable delay), riots, fires, flood, storm, acts of God, governmental action, earthquakes and material shortages;
- 21.4 If the Supplier's performance is delayed or hindered due to a Force Majeure event, Medair will not be obligated to pay any price to Supplier in respect of any goods, services or works, not actually supplied or rendered. In case of a Force Majeure event, Medair will have the right to defer the date of delivery of the goods, services or works, or to cancel the FA or reduce the volume of goods, services or works or amount of services or works.
- 21.5 Medair will not be liable to the Supplier for any costs or expenses incurred by the Supplier as a result of any Force Majeure event. However, if the delay in performance exceeds 30 days, the party awaiting performance will be permitted to terminate the FA upon 5 days' prior written notice to the other party, with no further obligation to the party claiming excusable delay. The failure, default or delay will not be excused if: (i) the prevention of the same is an obligation under the FA; (ii) the non-performing party or its personnel are at fault in causing the delay or failure to perform; (iii) the default or delay could have been anticipated, prepared for, or prevented by the use of reasonable precautions

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commonly employed by persons and entities in the business of the affected party; and (iv) the delay or failure to perform can be reasonably circumvented by the non-performing party through the use of alternate sources, workaround plans or other means.

22 Insurance

- 22.1 Medair shall bear no responsibility over losses or damages of the procured products incurred during the performance period and before acceptance of the products. It is therefore up to the supplier to insure the products from a reputable and solvent insurance company up to the delivery to location named in the FA, and only once the products are accepted for delivery do the cost and risks transfer to Medair. No insurance coverage will release the Supplier from its liabilities, nor be considered or construed as limitations of such liabilities.

23 Indemnity

- 23.1 The Supplier will indemnify and hold Medair and Medair Indemnities harmless from any and all claims (including of federal, national, state provincial or local governments or any agencies or subdivisions thereof), demands, causes of action, losses, damages, liabilities, expenses, reasonable attorney fees or obligations of any kind whatsoever including, but not limited to, damage or destruction of property, injury or death, for loss of profits, loss of production, production interruptions and contract penalties, resulting from or connected with, directly or indirectly, in whole or in part, Supplier's performance under the FA or resulting from any default or other breach by Supplier (by action or omission) of its obligations or warranties under the FA. If Medair so requires at its own discretion, Supplier will assume, at Supplier's cost, the defence of Medair and Medair Indemnities.

24 Liability

- 24.1 Medair shall not be responsible or liable for any claims for direct or indirect damages caused by the supplier and/or its subcontractor to themselves or a third party in relation to this agreement, including but not limited to the process of delivering the agreed services, supplies or work that is the subject of this agreement.
- 24.2 The Supplier assumes fully and exclusively the liability in case any of its employees or its subcontractors' employees files a claim, accusation or lawsuit related to labour, civil or any other kind of matters against Medair or Medair Indemnities. Medair disclaims any liability for personal injury, death or damages arising out of or related to the agreement except to the extent caused by unlawful intent or gross negligence. The Supplier acknowledges and agrees that Medair shall not be liable for any personal injury, death or damages not resulting from unlawful intent or gross negligence.

25 Choice of Law

- 25.1 This Agreement, and any non-contractual obligations arising out of or in connection with this Agreement, shall be governed, construed, and enforced in accordance with the laws of Switzerland.

26 Resolution of Disputes

- 26.1 The Parties will use their best efforts to resolve any disputes amicably.

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26.2 Any dispute that is not amicably settled by the Parties within 30 days' notice of such dispute shall be settled by binding arbitration, in English, in Switzerland, according to the Rules of Arbitration of the International Chamber of Commerce in Switzerland by one or more arbitrators appointed in accordance with said Rules.

26.3 Each party's rights and obligations under this Agreement shall continue, notwithstanding the commencement of dispute resolution proceedings. (to include in all).

27 Modification

27.1 Any modification to the FA and its annexes shall be by amendment signed by both parties.

28 Severability

28.1 If a provision is invalid or unenforceable, the remaining provisions remain shall remain valid. The affected provision shall be replaced by a substitute provision that best reflects the intentions of the Parties.

29 Assignment and Transfer

29.1 A Party to the FA may only assign and transfer this agreement or rights or obligations thereunder to a third party with the prior written consent of Medair.

30 Access to Information

30.1 Right of access shall be granted to the institutional donors (e.g. ECHO, US DoS, OFDA) or any of their duly authorised representatives to any books, documents, papers, and records of the supplier which are directly pertinent to the specific program supported by Medair for the purpose of auditing, examination, using excerpts and transcription.

Special Provisions

31 Anti-Terrorism and Sanctions Compliance

- 30.1 The Supplier shall comply with all relevant sanctions, export control and anti-terrorism laws, regulations and orders that may include but is not limited to:
- US laws administered by the Office of Foreign Assets Control (OFAC) and the Bureau of Industry and Security (BIS);
 - Swiss sanctions laws under the Embargo Act and SECO regulations;
 - European Union restrictive measures;
 - United Nations Security Council measures; and
 - Any other applicable national or regional sanctions regimes
- 30.2 The Supplier shall not engage in any transaction or business with individuals or entities designated under these regimes, including those listed on:
- The US Treasury's Specially Designated Nationals and Blocked Persons List (SDN) and other OFAC lists (sanctionssearch.ofac.treas.gov/);
 - The BIS Entity List and Denied Persons List (bis.gov/licensing/end-user-guidance/denied-persons-list-dpl/);

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- The Swiss SECO Sanctions List (seco.admin.ch/seco/en/home/Aussenwirtschaftspolitik_Wirtschaftliche_Zusammenarbeit/Wirtschaftsbeziehungen/exportkontrollen-und-sanktionen/sanktionen-embargos/sanktionsmassnahmen/suche_sanktionsadressaten.html);
- The EU Consolidated Financial Sanctions List (maintained by the European External Action Service, data.europa.eu/data/datasets/consolidated-list-of-persons-groups-and-%09entities-subject-to-eu-financial-sanctions?locale=en);
- The UN Consolidated Sanctions List (<https://main.un.org/securitycouncil/en/content/un-sc-consolidated-list>); and
- Any equivalent lists maintained by other relevant authorities.

30.3 The supplier represents and warrants that:

- i. Neither the Supplier nor its owners, directors, officers, or affiliates are designated or owned/controlled by any sanctioned person or government;
- ii. All products, commodities, materials, and/or services provided under this Agreement do not originate from, nor are sourced through, any country subject to comprehensive US sanctions including but not limited to Cuba, Iran, North Korea, Russia and certain Russian-controlled regions of Ukraine;
- iii. The Supplier shall remain informed regarding applicable sanctions and prohibited sources, including updates published by OFAC, SECO and the EU Sanctions Map;
- iv. The Supplier shall not source products or services from entities majority-owned or controlled by any sanctioned government.

30.3.1 The Supplier gives Medair the right to verify compliance with these obligations. Upon request, the Supplier shall provide, within ten (10) business days, complete documentation of the origin and source of all products, commodities, materials, and/or services supplied under this Agreement, including names and details of upstream suppliers, to enable Medair to conduct sanctions screening.

30.3.2 Failure to comply with these obligations constitutes a material breach. Medair may terminate this Agreement with immediate effect, without liability and without prejudice to any other remedies available, and seek indemnification for any losses, costs, or damages arising from such breach.

30.4 Procurement provisions

30.4.1 Procurement provisions outlined in Appendix A of 22 CFR part 226 apply to this agreement. In all instances where the US Government is mentioned in Appendix A, "Medair" shall be read instead.

31 Contract Termination

31.1 In the event the supplier is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR 140, Medair reserves the right to terminate this contract, in whole or in part, or take any other appropriate measures. Medair no longer will need to make any payments to the supplier and the supplier will need to reimburse Medair the payments made.

32 Communication Between the Parties

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- 32.1 All notices, requests, demands, or other communications that are required or permitted by the terms of this Agreement shall be given in writing and delivered to the Parties at the addresses listed below. Although correspondence by email is acceptable, such communication shall be followed by written notice delivered using a means that allows for proof of delivery, such as registered mail or in-person delivery with signature confirming receipt.

[Name of Medair Contact]

[Email Address Mailing Address]

[Name of Other Party]

[Email Address or Mailing Address]

33 Annexes

- 33.1 The Annexes are as listed in the FA.

34 Entire Agreement

- 34.1 This Agreement, together with any materials referenced in or expressly made a part of the Agreement, constitutes the final and entire Agreement between Medair and Consultant and supersedes all prior and contemporary agreements, oral or written.
- 34.2 The following documents constitute the entirety of this Agreement, in order of precedence:
- 34.3 the present Agreement;
- 34.4 the annex(es) to the present Agreement.
- 34.5 Medair's Code of Ethics and other Policies

35 Signature

This Agreement, including any appendices or agreed amendments, by whatever means accepted, including by electronic signature, will be treated in all manner and respects as an original contract and will be considered to have the same binding legal effect as if it were an original signed version delivered in person. Neither Party may argue that a contract was not formed hereunder based on either (i) the use of electronic means to indicate acceptance of the terms of this Agreement; or (ii) the fact that any signature or acceptance of this Agreement was transmitted or communicated through electronic means; and each Party forever waives any related defense to formation of this contract.