

GLOBAL PROCUREMENT OFFICE (“GPO”) SUPPLIER REGISTRATION FORM

Section 1: Company Details and General Information

1. Name of Company: _____	
2. Parent Company (Full Legal Name): _____	
3. Street Address: _____ City: _____ State/Province: _____ Postal Code: _____ Country: _____	4. P.O. Box and Mailing Address (if different): _____
5. Tel: _____	6. Fax: _____
7. Web Address / URL: _____	
8. Contact Name and Title: _____	
9. Contact Email Address: _____	
10. Type of Business: <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Other, (specify): _____	
11. Nature of Business: <input type="checkbox"/> Manufacturer <input type="checkbox"/> Consulting Company <input type="checkbox"/> Authorised Agent <input type="checkbox"/> Trader <input type="checkbox"/> Other, (specify): _____	
12. Year Established: _____	13. Number of Full-time Employees: _____
14. Licence no./State (country) where registered: _____	
15. VAT No./Tax ID: _____	
16. Technical Documents available in: <input type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Other, (specify): _____	
17. Working Languages: <input type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Other, (specify): _____	

Section 2: Financial Information

18. Annual Value of Total Sales for the last 3 Years: Year: _____ USD: _____ Year: _____ USD: _____ Year: _____ USD: _____	
19. Annual Value of Export Sales for the last 3 Years: Year: _____ USD: _____ Year: _____ USD: _____ Year: _____ USD: _____	
20. Bank Name: _____ Address: _____	Swift/BIC Address: _____
21. Bank Account Number: _____ Account Name: _____	

22. Please provide a copy of the company's most recent Annual or Audited Financial Report.
 If available, please provide Credit Rating by Dunn and Bradstreet or equivalent (copy and paste in the field below):

Section 3: Technical Capability and Information on Goods / Services Offered

23. Do you offer customers a secure, web-based ordering & tracking system?
 Yes No

24. International Offices/Representation (Countries where the Company has local Offices/Representation/Warehouses):

25. Quality Assurance Certification (e.g. ISO 9000 or Equivalent):

26. For Goods only, do those offered for supply conform to National/International Quality Standards?
 Yes No

27. List below up to five (5) of your core Goods/Services offered:

UNSPSC Code	Description (one line for each item) e.g. Brand/Manufacturer Name, Model type	National/International Quality Standard to which item conforms

Section 4: Experience

28. Recent Contracts with International Aid Organisations and/or the United Nations:

Organisation:	Value:	Year:	Goods/Services Supplied:	Destination:

29. To which Countries has your Company exported and/or managed Projects over the last 3 Years (in particular developing countries)?

Section 5: Other

30. Please list any Disputes your Company has been involved in with International Aid Organisations and/or UN Organisations over the last 3 Years:

31. CERTIFICATION:

I, the undersigned, hereby accept the basic Terms and Conditions, a copy of which has been provided to me and warrant that the information provided in this form is correct, and in the event of changes, details will be provided as soon as possible:

Name: _____ Functional Title: _____
 Signature: _____ Date: _____

NOTE: Completing this form it does not automatically mean suppliers will be added to our Approved Supplier Database. The GPO reviews and evaluates submissions and contacts prospective suppliers as necessary.

The law requires a W-9, or a W-8BEN for non-US entities, to do business in the United States.

GLOBAL PROCUREMENT OFFICE (“GPO”) TERMS AND CONDITIONS

I. ACCEPTANCE:

- A. This Purchase Order is Purchaser's offer to purchase the goods and/or services described on the reverse hereof from Seller. Purchaser's placement of this Purchase Order with Seller is expressly conditioned upon Seller's acceptance of all of the terms and conditions of purchase contained in this Purchase Order and any additional terms provided by Purchaser attached to this Purchase Order.
- B. Any additional or different terms or conditions which may appear in any communication, printed or otherwise, from Seller are hereby expressly objected to and shall not be effective or binding unless specifically agreed to in writing by the head of the Department at Purchaser purchasing the goods and/or services. No substitution of goods or services as identified on the face of this Purchase Order may occur without the written consent of Purchaser.
- C. Any objection by Seller to the terms and conditions hereof shall be ineffective unless Purchaser is advised in writing thereof within the earlier of ten (10) days of the date of this Purchase Order or Seller's provision of the goods and/or services.

2. PRICE:

This Purchase Order shall not be filled at prices higher than those shown on this Purchase Order. Seller warrants that the prices to be charged for goods or services ordered herein are not in excess of prices charged to other customers similarly situated for similar quantities of goods or similar services of like quality.

3. QUALITY, QUANTITY:

In the event no quality is specified on the face hereof, the goods delivered and/or services rendered hereunder must be of the best quality as defined within the market. The quantity of goods indicated on the face hereof must not be exceeded without written approval of Purchaser prior to shipment. Any goods (a) defective in material or workmanship or otherwise not of the required quality or (b) in excess of the requested quantity will be sent back to Seller at Seller's risk and cost. If Purchaser requests replacement goods, Seller will ship them at Seller's cost. If Purchaser does not request replacement goods, Seller will refund the original shipment cost. All services must be performed in a timely, competent, professional and non-negligent manner.

4. PURCHASE ORDER NUMBER:

The Purchase Order Number shown on this Purchase Order shall be shown on all invoices, communications, packing lists, containers and bills of lading.

5. PACKING AND PACKING LIST:

No charge will be paid by Purchaser for packing, boxing or cartage, unless specified on the face hereof. Loss of or damage to any goods not packed in such a manner as to insure proper protection to same shall be borne by Seller. Each package of goods shipped must contain a memorandum showing shipper's name, contents of package, and the Purchase Order number on the face hereof. A copy of bill of lading, invoice, etc. shall be sent to Purchaser, at address referenced on face of the Purchase Order, as well as to the destination point, if different from Purchaser's address, at time of shipment.

6. SHIPPING INSTRUCTIONS:

All goods are to be shipped freight prepaid, F.O.B. destination, unless otherwise stated. Where Purchaser has so authorized in writing prior to shipment, goods may be shipped F.O.B. shipping point, but Seller shall prepay all shipping charges, route the goods by the cheapest common carrier, or the carrier specified, and list said charges as a separate item on Seller's invoice. Each invoice for shipping charges shall be accompanied by the original or a copy of the bill indicating that such charges have been paid. All shipments require the Purchase Order number on the reverse side of this Purchase Order to be printed on the Seller's shipping documentation. Failure to follow these instructions may result in shipment be returned at Seller's expense.

7. DELIVERY:

Time is of the essence and delivery shall be strictly in accordance with the schedule set forth in the Purchase Order. Delays in shipments shall be reported immediately by Seller to Purchaser. Purchaser reserves the right to cancel this Purchase Order in whole or in part if Seller should fail to make deliveries in accordance with the terms of the Purchase Order or any additional terms and conditions as set forth in Section I.B..

8. PAYMENT TERMS:

- A. Invoices in duplicate shall be mailed and shall be subject to payment in accordance with discount terms, if applicable, within thirty (30) days after final acceptance at final destination of the goods or services invoiced.
- B. Any adjustments in Seller's invoices due to shortages, late deliveries, rejection or other failure to comply with the requirements of this Purchase Order may, at Purchaser's option, be made by Purchaser before payment, but failure to do so shall not deprive Purchaser of the right to do so thereafter.
- C. Purchaser will remit payment to Seller by Mail. All payments will be made in U.S. currency unless specified on the reverse side hereof.
- D. Purchaser may effect to withhold 10% from final invoice to ensure goods/ equipment and all necessary documentation have been properly received at final destination and/or services have been properly performed.
- E. Payment is deemed to be made on the date of mailing of Purchaser's check or wire transfer.

9. TAXES:

- A. Seller shall indicate all applicable sales, use or Federal excise taxes on Seller's invoice as a separate item.
- B. If Seller is outside California and collects use tax, Seller must state the tax as a separate item, if Purchaser is to remit the tax.
- C. If Seller is outside the U.S.A., Seller is required to bear the costs of all taxes within Seller's country, present and future, including export and transportation taxes.

10. CANCELLATION/DEFAULT:

Purchaser may cancel this Purchase Order in whole or in part at any time by written notice to Seller specifying effective date and the extent of such cancellation. Purchaser may also choose by written notice of default to Seller to cancel the whole or any part of this Purchase Order or exercise any other remedy provided purchasers of goods by law or in equity, in any of the following circumstances:

- A. Seller fails to make delivery of the goods or to perform the services with the time specified herein or any extension thereof;
- B. In Purchaser's good faith judgment, Seller fails to perform any of the other provisions of this Purchase Order or by an act of commission or omission jeopardizes performance of this Purchase Order in accordance with its terms and does not cure such failure within a period of ten (10) days, or such longer period as Purchaser may authorize, in writing, after receipt of notice from Purchaser specifying such failure;
- C. Seller is in breach of any of the terms or conditions of this Purchase Order; or
- D. Seller becomes insolvent or makes an assignment for the benefit of creditors, or there is instituted by or against Seller any proceeding under any bankruptcy, reorganization arrangement, readjustment or debt or insolvency law of any jurisdiction, or the appointment of a receiver or trustee in respect to any of Seller's property and such proceeding is not dismissed or cured within thirty (30) days.

11. CHANGES:

Purchaser may at any time make changes or amendments in the specifications contained in the Purchase Order, but no such change or amendment will be allowed without the written authorization of the Purchaser's Purchasing Manager. Purchaser may also make changes in the method of shipping for packing and place of delivery by means of written communication or, if accepted by Seller, verbal communication prior to shipment. If any such change affects cost or delivery schedules of this Purchase Order an equitable adjustment shall be made provided Seller makes a written claim therefore within thirty (30) days from the date of Purchaser's written notification.

12. COMPLIANCE WITH LAWS:

Seller warrants that it has the right to furnish and Purchaser has the right to use all goods and services provided under this Purchase Order and that all equipment, goods, materials, supplies, services and other items supplied pursuant to this Purchase Order will comply with all applicable laws, ordinances and regulations. Unless otherwise expressly set forth herein, the laws of the State or Country in which the office issuing this Purchase Order is located shall apply to and govern the interpretation performance and enforcement of this Purchase Order.

13. INDEMNIFICATION; HOLD HARMLESS:

Seller hereby agrees to indemnify and hold harmless Purchaser, its subsidiaries and affiliates, and their respective successors, assigns, officers, directors and employees from and against any and all claims, losses, damages, expenses, penalties, causes of action and liabilities of whatever kind and nature, including without limitation reasonable attorneys' fees, arising from or out of (i) any breach or alleged breach by Seller of any obligations or warranties, (ii) the furnishing by Seller of any goods or performance by Seller of any services, or (iii) any other acts or omissions, negligent or otherwise, of Seller of its agents, employees, subcontractors, or guests, however caused, in regards to this Purchase Order.

14. ASSIGNMENT:

This Purchase Order shall not be assigned by Seller without the prior written consent of Purchaser. Any assignment of the Purchaser Order by Seller, in whole or in part, voluntarily, by operation of law, or otherwise, without the prior written consent of Purchaser, shall be void.

15. OWNERSHIP:

Seller hereby assigns to Purchaser all right, title and interest in and to any deliverables and/or other materials created by Seller under this Purchase Order or any agreement between Seller and Purchaser referenced therein. Seller also hereby assigns to Purchaser all right, title and interest in and to any other intellectual property rights created by Seller in the direct performance of services under this Purchase Order or any agreement between Seller and Purchaser referenced therein.

16. AFFILIATES:

Seller agrees that Purchaser may purchase goods and/or services under this Purchase Order to be provided to any of its affiliates and offices within the World Vision Partnership, including any microfinance institutions.

FOR TECHNOLOGY GOODS AND/OR SERVICES

17. LICENSE:

Seller grants to Purchaser a global, perpetual, royalty-free license to use, display and perform in the course of its operations the software and/or system, including any updates and upgrades. Purchaser may make a reasonable number of copies solely for backup, training, archiving, testing and disaster recovery purposes. The scope of use authorized hereunder shall include use by or on behalf of any Purchaser subsidiary and affiliate.

18. VIRUS OR OTHER DESTRUCTIVE CODES:

Seller represents and warrants that the software and/or system, including any updates and upgrades, provided to Purchaser, and Purchaser's use thereof, does and will not contain any computer code, programs or programming devices that intentionally or unintentionally disrupts, modifies, deletes, damages, deactivates, disables, harms or otherwise impedes in any manner, including aesthetic disruptions or distortions, the operation of the software, system or any other associated software, firmware, hardware, computer system or network.

19. INDEMNITY:

Seller hereby agrees to defend, indemnify and hold harmless Purchaser, its subsidiaries and affiliates and their respective successors, assigns, officers, directors and employees from and against any and all claims, losses, damages, expenses, penalties, causes of action and liabilities of whatever kind and nature, including without limitation reasonable attorneys' fees, arising out of the infringement or misappropriation of any third party's patent, published patent application, copyright, trademark, service mark, trade secret or other intellectual property or the laws or regulations of any governmental or judicial authority related to the goods and/or services. Seller agrees to give Purchaser prompt written notice of any threat, warning of notice of any such claim or action which could have an adverse impact on Purchaser's use or possession of such goods and/or services. Seller shall have the right to conduct the defense of any such claim or action and, consistent with Purchaser's rights hereunder, all negotiations for its settlement; provided, however, Purchaser may participate in such defense or negotiations to protect its interests.

20. SHRINK WRAP/CLICK WRAP:

All shrink wrap and click wrap licenses that purport to govern the use of any goods and/or services provided to Purchaser shall be void.

This form may be submitted by mail or electronically. To submit this form electronically, please click on "Submit by Email". To submit this form by mail, please print, sign and mail to the address shown below.

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