

## LICENSING AGREEMENT

### I. GENERAL

A. Purpose. The purpose of this Agreement is to provide a license to the Licensee to operate a cafeteria on the premises of the Licensor. For the purposes of this agreement, the U.S. Embassy in Ulaanbaatar, Mongolia, is the Licensor and ....., the Licensee. The term "parties" means the Licensor and Licensee. No United States Government funds are obligated under this agreement.

B. Description of Cafeteria Operation. The Licensee shall establish and operate the food service facilities for the purpose of dispensing food, nonalcoholic beverages and such other items as may be authorized by the Licensor under this Agreement. See Exhibit A for specifics on the operation of the food service facilities.

### II. PERIOD OF AGREEMENT

A. Initial Period of Agreement. This Agreement is effective twelve months (12) after the date of signature by the Licensing Officer.

B. Subsequent Periods. This Agreement may be extended at the mutual agreement of the parties. Any extension will be formalized by an amendment to the Licensing Agreement, signed by both parties.

### III. SPECIFICS OF CAFETERIA OPERATIONS

Cafeteria operations, including details of each party's responsibilities, are set forth in Exhibit A to this Agreement.

### IV. LICENSOR PERSONNEL

A. Licensing Officer. The Licensing Officer has the overall responsibility for the administration of this Agreement. Only the Licensing Officer is authorized to take actions on behalf of the Licensor to amend, modify or deviate from the Agreement terms and conditions. The Licensing Officer may delegate certain responsibilities to authorized representatives.

B. Technical Representative. The Licensing Officer may designate a Licensor's Technical Representative to assist in the administration of certain responsibilities. The Technical Representative shall act as the Licensor's principal point of contact for day-to-day operations and ensure compliance with License Agreement. If no Licensor's Technical Representative is appointed, the responsibilities shall remain with the Licensing Officer.

C. Inspectors. Inspectors may work for the Licensing Officer or the Technical Representative, if one is appointed. Inspectors are authorized to perform day-to-day inspections and monitoring of the Licensee's work. The Regional Medical Officer (RMO) will provide health inspection of the facilities. The Facilities Maintenance Officer (FMO) will supervise the maintenance responsibilities of the Licensor in the cafeteria area. The General Services Officer (GSO) will provide inventory control of Licensor-furnished property. The Inspector(s) may inspect and monitor the services provided by the Licensee.

D. Authority to Amend the Agreement. In no instance shall the Technical Representative or Inspectors be authorized to amend the Agreement. Only the Licensing Officer may amend the Agreement.

### V. INSPECTION

A. Responsibilities of the Licensee. The Licensee shall develop and maintain an inspection system intended to ensure quality of service and standards of sanitation and cleanliness. This system shall include written records of inspections made. These records shall be made available to the Licensor upon request.

B. Rights of the Licensor.

(1) The Licensor has the right to inspect the cafeteria premises as well as the actual services provided. This inspection may be made at any time, without prior notice. The Licensor shall perform the inspection in a manner that will not unduly

delay the work of the Licensee. These inspections may include, but are not limited to, a comprehensive review of the following:

1. Service quality, attentiveness, courtesy, and similar factors
2. Food quality, presentation, merchandising
3. Sanitary practices and conditions
4. Personnel appearance
5. Training program techniques, schedules and records
6. Menu compliance, as indicated in the minimum acceptable menu profile

(2) Premises of the Licensee may be inspected, at no charge to the Licensor. The Licensee shall provide all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) The Regional Medical Officer (RMO), the Licensor's Technical Representative and/or professional health and food service inspectors shall perform periodic inspections to assure compliance with Agreement requirements and industry standards.

## **VI. TERMINATION**

This Licensing Agreement may be terminated by written notice, issued by the Licensing Officer, when it is in the best interests of the Licensor. This termination may be made for (1) cause, such as failure of the Licensee to comply with the terms and conditions of this Agreement, or (2) convenience of the Licensor. Licensor is not required to give advance notice of termination. Upon termination, Licensee shall remove all of its property from the premises. Licensor shall not be responsible for any loss or damage incurred by the Licensee as the result of termination, including but not limited to losses due to spoilage of inventory, employee claims, personal property losses, and lost profits.

The Licensee is required to give written notice of termination to the Licensor twenty five (25) working days in advance.

## **VII. SPECIAL LICENSING AGREEMENT PROVISIONS**

A. Security Access to Property. The Licensor reserves the right to deny access to Embassy-owned and operated facilities to any individual. The Licensee will provide names and biographic data on all personnel (including planned back-up personnel) who will be used on this Agreement at least ten (10) days before they begin work.

B. Standards of Conduct. The Licensee shall be responsible for maintaining satisfactory standards of employee attitude, competency, conduct, cleanliness, appearance and integrity. The licensee shall be responsible for taking disciplinary action with respect to employees as may be necessary. Each Licensee employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer and the Embassy. Licensee employees must use politeness and courtesy when dealing with Embassy personnel. The Licensor reserves the right to direct the Licensee to remove an employee for failure to comply with the standards of conduct.

C. Personal Injury, Property Loss or Damage Insurance.

(1) The Licensee, at its own expense, shall maintain insurance against fire, theft, flood, liability, and for employee medical and employment expenses, as required by law. Insurance should cover all Licensee-owned and operated equipment behind the service counter.

(2) The Licensee shall provide certification that the required insurance has been obtained before beginning work.

D. Indemnification. The Licensor shall not be responsible for personal injuries or for damages to any property of the Licensee, its officers, agents, and employees, or any other person, arising from any incident of the Licensee's performance of this Agreement. The Licensee expressly agrees to indemnify and to save the Licensor, its officers, agents, servants, and employees harmless from and against any claim, loss, damages, injury, and liability, however caused, resulting from or arising out of the Licensee's fault or negligence in connection with the performance of work under this Agreement. Further, any negligence or alleged negligence of the Licensor, its officers, agents, servants, or employees, shall not bar a claim for indemnification unless the act or omission of the Licensor, its officers, agents, servants, or employees is the sole competent and producing cause of such claim, loss, damages, injury, or liability.

E. Protection of U.S. Embassy Buildings, Equipment, and Grounds. The Licensee shall use reasonable care to avoid damage to U.S. Embassy buildings, equipment and grounds. If the Licensee's failure to take adequate care results in damage to any of this property the Licensee shall repair the damage at no expense to the Licensor, as directed by the Licensing Officer.

F. Licensor-Furnished Property.

(1) The Licensor shall provide the property described in Exhibit B to this Agreement. Delivery of this property is completed when it is made available in the space designated for the Licensee's use in his operation of the cafeteria. The Licensee shall acknowledge in writing to the Licensing Officer receipt of the Licensor-owned equipment listed in Exhibit B.

(2) Title to all Licensor-Furnished property shall remain with the Licensor. The Licensee shall use the property only in connection with this Agreement.

(3) The Licensor shall maintain the official property control records of all Licensor-Furnished property.

(4) Upon taking delivery of the Licensor-Furnished property, the Licensee assumes the risk and responsibility for its loss or damage, except--

- (a) For reasonable wear and tear; or
- (b) As otherwise provided in this Agreement.

G. Precedence of English Language Translation. In the event of any inconsistency between the English language translation of this Agreement and any other language translation, the English language translation shall take precedence.

**IX. DISPUTES**

If the Licensing Officer and Licensee fail to reach agreement over any disputed issue resulting from this Licensing Agreement, the sole remedy to both parties shall be referral of the disputed issue to the U.S. Embassy official at one level above the Licensing Officer. That official's ruling shall be considered final for both parties.

**LIST OF EXHIBITS**

- EXHIBIT A: Performance Required under the Licensing Agreement
- EXHIBIT B: Licensor-Furnished Property
- EXHIBIT C: Holiday Schedule

## EXHIBIT A

### PERFORMANCE REQUIRED UNDER THE LICENSING AGREEMENT

#### I. SCOPE OF WORK.

The Licensee shall establish and operate the food service facilities shown in Section II below, for the purpose of dispensing food, non-alcoholic beverages and such other items as may be authorized by the Licensing Officer under this Agreement. This cafeteria is to be operated for the benefit of approximately 100 employees who will be occupants in the Embassy.

The Licensor shall not be held responsible for any variation in the employee population figure. The extent of occupancy is not guaranteed.

#### II. DESCRIPTION OF FACILITIES

A. Dining Facility. The dining facility is located at the U.S. Embassy building and consists of a dining room and a food preparation area. The dining room is approximately 200 square meters. The food preparation area consists of a kitchen, pantry, and lavatory. The food preparation area is approximately 25 square meters.

B. Seating. Seating is available for 36 persons in the dining room.

C. Performance History. Lunch makes up the greatest share of sales. A limited breakfast menu should also be made available. The Embassy believes a varied menu serving food for both American and Mongolian patrons will attract a larger clientele.

#### III. HOURS OF SERVICE

A. Schedule. Service is required weekdays from 8:30 to 16:00 with following timetable:.

Breakfast 09:15 – 10:15

Lunch 11:30-13:30

The Cafeteria will be closed on official Mongolian and Embassy holidays. Holiday schedule is shown in Exhibit C.

B. Schedule Modifications. The Licensor may change the hours and days of operation to be consistent with changes in Embassy policy. In addition to routine service, the Licensee may also be approached by employees within the Embassy to cater evening meals, weekend events, luncheons, and special events. All events held on the Embassy compound must be approved by the Technical Representative and the Regional Security Officer (RSO).

#### IV. RESPONSIBILITIES OF THE LICENSEE

A. General. The Licensee shall provide prompt, efficient, and courteous service, and avoid undue interference with the operation of the Embassy while service is provided. The Licensee shall obtain licenses and permits and observe all applicable building, health, sanitary, and other regulations and laws. The Licensee shall:

- employ sufficient and suitable personnel;
- secure and maintain insurance;
- maintain records;
- submit reports; and,
- observe other Agreement requirements.

The Licensee shall pay each and every fee, cost, or other charge incident to or resulting from operations under the Agreement. The Licensee shall exercise reasonable care in the use of space and Licensor-owned equipment. When the Agreement ends, the Licensee will yield such space and equipment in as good condition as when received, except for:

- ordinary wear and tear; and
- damage or destruction beyond the Licensee's control and not due to the Licensee's fault or negligence.

B. Service. The Licensee shall operate and manage the cafeteria in the Licensee's name at the Embassy. The Licensee shall remove any soiled dishes, provide clean dishes, and assure that tables and chairs and table clothes are

cleaned before each patron is seated. Dining facilities should leave a favorable impression of the Embassy to guests and employees. Space, facilities, and equipment provided by the Embassy must be consistently maintained in optimum condition and appearance and are not for Licensee's personal use. Individual taking food orders from staff must be able to speak sufficient English to provide adequate service.

C. Menus. The Licensee shall provide a variety of quality-prepared foods and beverages at reasonable prices. The variety and appearance of food in the cafeteria on each operating day shall be consistent with approved food service standards and comparable for American and Mongolian restaurants. Licensee shall provide a menu to Licensor not later than Thursday prior to performing week. The menu shall be posted daily and near the service counter. The Licensee shall provide variety to meet customer needs. The Licensee shall make a reasonable effort to adhere to the range of menus and prices submitted in its offer. If the Licensee determines that prices must be raised, it shall notify the Licensing Officer of the price increases (item by item) and a justification supporting these increases at least fourteen (14) days before the effective date of the price increase.

D. Equipment and Utensils Provided by the Licensee. The Licensee provides all required equipment, flatware, cutlery and glasses.

E. Sanitation and Quality.

(1) The Licensee shall serve tasty, appetizing, and quality food, under clean and sanitary conditions. Food handling must be in compliance with standards outlined in Attachment 1. –

(2) All foods served shall be wholesome and free from spoilage, free from adulteration and misbranding, and safe for human consumption. Uncooked items, such as fresh fruits, shall be clean and free from blemish. All foods shall when served, be attractive in appearance and correct in temperature and consistency. They shall be crisp, moist, dry tender, etc., as may be appropriate in each case.

(3) All employees assigned by the Licensee to perform work under this cafeteria Agreement shall be physically able to do their assigned work and shall be free from communicable diseases.

(4) Health Exams: The Licensee at his own expense shall have each employee receive the following health exams prior to employment and either yearly or after every trip to home country, which ever is more frequent. The result of these exams will be given to the Embassy's Medical Officer (FSHP) for review. No employee may work in the Cafeteria without the FSHP's approval.

(a) Chest x-ray

(b) Exam of: Mouth  
Lungs  
Skin

(c) Blood Test

(d) Urine Test

(e) Stool Test

F. Personnel and Supervision.

(1) The Licensee shall employ enough personnel to maintain sanitary conditions and satisfactory service which will ensure prompt and efficient service at all times. All employees shall be sober, conscientious, neat, and courteous. The Licensee shall at all times provide adequate staff of food service employees to perform the varied and essential duties inherent to a successful food service operation.

(2) Licensee employees must be approved by Embassy security before working under this Agreement. The Licensee shall furnish personal history forms of all employees the Licensee proposes to work under this Agreement. These forms are available from the Embassy.

(3) The Licensee shall employ a manager, who will act as primary point of contact with Licensor, unless the Licensee is an individual.

(4) The Licensee's employees shall wear a distinctive item of clothing such as a badge, cap, armband, blouse, or uniform as a means of identification when they are in the building. The Licensee's employees shall wear proper uniforms, including hair nets and/or head covers when they are performing their duties in the building. Legible nameplates identifying each employee shall be displayed as part of the uniform.

G. Trash Removal. The Licensee shall remove trash from the Cafeteria anytime that waste canisters are full or not less than once after every meal; whichever is greater. Any alteration to this provision must be directed in writing by the Licensing Officer.

H. Rodent and Pest Control. The Licensee shall maintain a clean work area free of any clutter, dirt or any material that would attract rodents and vermin. Only the licensor will authorize use of any kind of pesticide.

I. Cleaning and Janitorial Services.

(1) The Licensor shall provide all cleaning supplies and equipments within reasonable quantity for the performance of the contract. Supplies are requested through the Licensing Officer on the Embassy's expendable property request form.

(2) The Licensee shall furnish labor and supervision sufficient to maintain the cafeteria in a clean, orderly, and sanitary condition at all times.

(3) The licensee shall perform cleaning and janitorial services on a regular schedule and shall meet the highest standards of sanitation common to the food service industry. The Licensee shall use the following cleaning schedule. The Licensing Officer may require increases in this schedule if conditions require more frequent cleaning.

(a) Food and Service Facilities and Dining Halls

(1) Daily and After Each Meal

Furniture: Clean and sanitize after each meal.

Floors: Clean and sanitize after each meal.

Garbage: Remove after each meal.

Food serving area: clean and sanitize after each meal.

Microwave: clean and sanitize after each meal.

(b) Kitchens

(1) Daily and After each Meal:

Food service preparation area: clean and sanitize after every meal.

Cookers: Clean after each meal.

Small appliances: clean and sanitize after each use.

Pots and Pans: clean and sanitize after each use.

Utensils: Clean and sanitize after each use.

Crockery: Clean and sanitize after each use.

(2) Daily Basis:

Walls: Clean every second day.

Refrigerator: Clean floors and shelves daily.

Chillers: Clean and sanitize floors daily.

Freezers: Clean and sanitize floors daily.

Carpets: Vacuum every second day.

(3) Weekly:

Windows: Clean weekly.

Refrigerator sanitize weekly.

Clean hoods and filters in kitchen.

Freezers: Clean and sanitize shelves weekly.

(4). Failure to keep any of the facilities in a clean condition may result in the withdrawal of the privilege of using such facilities. In addition, the Licensing Officer may have the facility cleaned by other means and charge the cost of such work to the Licensee.

J. Liability. The Licensor will not be responsible in any way for damage or loss/occasioned by fire, theft, accident, or otherwise to the Licensee's stored supplies, materials or equipment, or the employees' personal belongings. The Licensee shall report any personal injury or physical damage to the building or equipment resulting from fire or other causes to the Facilities Manager immediately.

K. Billing Procedures: Patrons will pay in Mongolian tugriqs. The Embassy will make no payments to the Licensee.

L. Inventories:

(1) The Licensee will be asked to sign for the inventory of the Licensor- provided equipment and supplies located behind the counter in the kitchen, as listed in Exhibit B, of this Agreement. The Licensee shall exercise reasonable care in the use of facilities, equipment, and supplies and return the same in good condition when the Agreement ends. The Licensee shall not be liable for normal wear and tear or damage beyond its control. Should the Licensee wish to install or use locked facilities it must obtain GSO approval first.

## V. RESPONSIBILITIES OF THE LICENSOR.

A. Agreement to Operate the Facility. The Licensor agrees to grant to the Licensee for 12 months the right to establish, manage, and operate a cafeteria in the U. S. Embassy to prepare and sell food, non-alcoholic beverages and such other products as the Licensor may authorize.

B. The Licensor will provide space for operations under the Agreement, as indicated. It will provide adequate ingress and egress, including a reasonable use of existing elevators, corridors, passageways, driveways, and loading platforms. The Licensor will provide space heating, space lighting, ventilation, and the utilities. In addition, the licensor will:

(1) Make such improvements and alterations as it may deem necessary, including improvements and alterations necessary to conform to applicable sanitary requirements.

(2) Maintain and repair building structure in areas assigned for the Licensee's use, including:

- painting and redecoration;
- maintenance of gas, water, steam, sewer, and electrical lines;
- ventilation, electrical lighting fixtures (including relamping);
- floors and floor coverings; and
- walls and ceilings.

The Licensee shall bear the expenses of repairs necessary because of negligence on the part of the Licensee or its employees.

(3) At its own expense, provide, install, and permit the Licensee to use the equipment listed, and additional equipment of a similar type when required for any expansion approved by the Licensing Officer. The Licensor will replace equipment that it has provided, as it deems necessary. Subject to adequate operation and handling of equipment by the Licensee, the Licensor will replace component parts of, and make repairs to such equipment.

B. Licensor-owned Equipment. Licensor-furnished equipment is listed in Exhibit B.

## VI. RIGHTS AND AUTHORITY OF THE LICENSOR

A. Oversight. The Licensing Officer shall oversee the quality of the services provided by the Licensee and the reasonableness of the prices charged. The Licensing Officer may advise the Licensee from time to time of any source of dissatisfaction and request correction.

B. Public Space. The Licensor reserves the right to use dining areas and other public spaces at other than serving periods, for meetings of Licensor employees or other assemblies. After each use, the Licensor will clean and rearrange the space without expense to the Licensee.

**VII. RESTRICTIONS**

A. Equipment. Unless otherwise permitted by the Licensing Officer, the Licensee shall not install equipment other than that specified in this Agreement or remove any Licensor-owned equipment from the premises.

B. Patronage. The facilities and services provided in this Agreement are for the benefit and convenience of Embassy employees. The Licensor may regulate patronage from other sources.

C. Federal Holidays. No work shall be performed on Embassy holidays. Exhibit C provides a listing of scheduled U.S. Embassy holidays & Local Holidays.

D. Facilities. The physical facilities within the Embassy shall not be used in connection with operations not included in the Agreement. The Licensee may, however, utilize centralized food preparation and storage sources located elsewhere and bring goods to the Embassy daily.

**VIII. DEFINITIONS.** The following definitions pertain to this Agreement.

A. U.S. Embassy in Ulaanbaatar, Mongolia: The Embassy of the United States of America in Ulaanbaatar, Mongolia is interchangeable with "Licensor" and "The Embassy."

B. Licensing Officer: "Licensing Officer" means a person with the authority to enter into, administer, and/or terminate Agreements and make related determination and findings.  
"Licensing Officer": Contracting Officer of the U.S. Embassy

C. Licensee: "Licensee" means the individual or company that has entered into an Agreement with the Embassy.  
"Offer" means a response to a solicitation that, if accepted, would bind the offeror to perform the resultant Agreement.

D. Technical Representative: Procurement Clerk of the U.S. Embassy

E. RSO: Regional Security Office of the U.S. Embassy.

F. GSO: General Services Office of the U.S. Embassy.

G. RMO: Regional Medical Officer.

IN WITNESS THEROFF, the parties have affixed their signature this ..... (date).

LICENSEE

U.S. EMBASSY REPRESENTATIVE

\_\_\_\_\_  
.....  
Licensee  
Telephone: .....

\_\_\_\_\_  
Laurent M. Dagenais  
Contracting Officer  
U. S. Embassy, Ulaanbaatar

**EXHIBIT B****COOKWARE SET IN SANTA FE ROOM**

Updated: May 09, 2013

Item number	Quantity	Item Description	Ea	Price	Condition
	3	Baking tray, alum			used
	2	Baking tray, ceramic			used
73547 /88A 13	2	Bun Pan, alum. half size, 12x18"	\$9,45	\$28,35	used
	1	Cake server			used
	1	Can opener			used
	1	Colander, alum., heavy duty			used
	1	Colander, alum., heavy duty with handles			used
	2	Containers with blue lid, heavy duty			used
	2	Containers with green lid, heavy duty			used
64882/28912	1	Cook's Fork, 12"	\$28,35	\$28,35	used
00140/1020	1	Egg slicer, round, alum.	\$14,00	\$14,00	used
	1	Flour Sifter	\$20,00	\$20,00	used
	1	Funnel, plastic	\$1,00	\$1,00	used
	1	Knife w/black &white handle			used
	4	Knives, w/black handle			used
03913/7352	1	Ladle, stainless steel, 2 oz.	\$6,25	\$6,25	used
03956/7358	1	Ladle, stainless steel, 8 oz	\$8,55	\$8,55	used
99996/399	3	Lid for no. 347	\$4,70	\$14,10	used
72443/408	4	Lid for no. 350	\$7,95	\$23,85	used
72451/410	3	Lid for No. 352	\$9,35	\$28,05	used
72508/414	1	Lid for No. 394 Pan, alum. 10"	\$9,50	\$9,50	used
72516/440	1	Lid for no. 397 pan, alum. 14"	\$16,90	\$16,90	used
64963/AMT11	1	Meat Tenderizer Mallet	\$11,85	\$11,85	used
74195/MO162	3	Muffin Pan, Aluminum, 12 cup	\$8,25	\$24,75	used
72249/322	2	Pie Pan, Alum., 9"	\$4,25	\$12,75	used
	1	Potato presser, plastic, black			used
	1	Rolling pin, dough	\$5,00	\$5,00	used
67348	1	Sauce Pan, 20 liter	\$20,00	\$20,00	used
72346/352	4	Sauce Pan, Alum. 5-1/2 qt	\$24,70	\$98,80	used
72311/350	3	Sauce Pan, Alum., 3-1/2 qt.	\$19,85	\$59,55	used
72281/348	4	Sauce Pan, Aluminum, 1-1/2 qt.	\$13,75	\$55,00	used
65269/00S12	1	Sharpening Steel, 12"	\$39,85	\$39,85	used
	1	Sharpening Steel, light duty			used
	2	Shovel, plastic for rice and flour			used
04804/7815P	1	Spoon, perforated, stainless, 15"	\$3,45	\$3,45	used
04812/78155	1	Spoon, slotted, stainless steel, 15"	\$3,45	\$3,45	used
624	1	Stock pot, 24 qt	\$37,00	\$37,00	used
614	1	Stockpot, 14 at	\$35,00	\$35,00	used
00795/4416	1	Tongs, heavy duty, stainless steel, 16"	\$8,85	\$8,85	used
00655/212	1	Tongs, heavy duty, stainless steel, 9-1/2"	\$2,85	\$2,85	used
	1	Tray brown			used

	50	Trays			used
	1	Turner, 14"			used
64270/7502	1	Turner, rounded blade, 9"x3"	\$8,20	\$8,20	used
	1	Whisk, steel			used
			<b>TOTAL</b>	<b>\$625,25</b>	

### EXHIBIT C

#### Holiday Schedule for 2013

September	2	Monday	Labor Day
October	14	Monday	Columbus Day
November	11	Monday	Veterans' Day
November	13	Wednesday	Chinggis Khan's birthday*
November	28	Thursday	Thanksgiving Day
December	25	Wednesday	Christmas Day

- Date may change according to the local Astrologers' decision