

Request for Proposal (RFP)

Subject RFP #:	Field/217823/Benin-TPM/FFP-2024
RFP Issue Date:	June 11, 2024
Terms of Reference / Specifications:	Refer to Terms of Reference below
Project	217823 / GH PEARL
The Company	Palladium International LLC
Country of Performance	Benin
Closing Date and Time	June 30, 2024 / 11:59 PM EST
Details for Submission	Proposals and questions should be emailed to: GHPEARL.Submissions@thepalladiumgroup.com

Thank you for your interest in the above procurement. As implementer for the Global Health Program Evaluation, Analysis, Research and Learning (GH PEARL) Project, Palladium invites you to submit a proposal for the terms of reference below. Your proposal must be valid for 60 days.

Please submit your proposal in accordance with the Details for Submission above by the Closing Date and Time. This RFP in no way obligates Palladium to award a contract nor does it commit Palladium to pay any cost incurred in the preparation and submission of a proposal. Palladium bears no responsibility for data errors resulting from transmission or conversion processes.

We look forward to your response. If you have any queries, please do not hesitate to contact us at GHPEARL.Submissions@thepalladiumgroup.com

Yours sincerely,

GH PEARL Project Management

Terms and conditions

1. Proposal Conditions

By submitting a proposal, potential suppliers are bound by these terms and conditions. Potential suppliers must submit offers with all details provided in English and with prices quoted in a single currency.

2. Proposal Lodgement

The Company may grant extensions to the Closing Time at its discretion. The Company will not consider any quotes received after the Closing Time specified in the RFP unless the Company determines to do so otherwise at its sole discretion.

3. Evaluation

The Company may review all proposal to confirm compliance with this RFP and to determine the best proposal in the circumstances.

4. Alterations

The Company may decline to consider a proposal in which there are alterations, erasures, illegibility, ambiguity or incomplete details.

5. The Company's Rights

The Company may, at its discretion, discontinue the RFP; decline to accept any proposal; terminate, extend or vary its selection process; decline to issue any contract; seek information or negotiate with any potential supplier that has not been invited to submit a proposal; satisfy its requirement separately from the RFP process; terminate negotiations at any time and commence negotiations with any other potential supplier; evaluate proposals as the Company sees appropriate (including with reference to information provided by the prospective supplier or from a third party); and negotiate with any one or more potential suppliers.

6. Amendments and Queries

The Company may amend, or clarify any aspect of the RFP prior to the RFP Closing Time by issuing an amendment to the RFP in the same manner as the original RFP was distributed. Such amendments or clarifications will, as far as is practicable be issued simultaneously to all parties.

Any queries regarding this RFP should be directed to the Contact Person identified on the cover page of this RFP.

7. Clarification

The Company may, at any time prior to execution of a contract, seek clarification or additional information from, and enter into discussions and negotiations with, any or all potential suppliers in relation to their proposals. In doing so, the Company will not allow any potential supplier to substantially tailor or amend their proposal.

8. Confidentiality

In their proposal, potential suppliers must identify any aspects of their proposal that they consider should be kept confidential, with reasons. Potential suppliers should note that the Company will only agree to treat information as confidential in cases that it considers appropriate. In the absence of such an agreement, potential suppliers acknowledge that the Company has the right to disclose the information contained in their proposal.

The potential supplier acknowledges that in the course of this RFP, it may become acquainted with or have access to the Company's Confidential Information (including the existence and terms of this RFP and the TOR). It agrees to maintain the confidence of the Confidential Information and to prevent its unauthorised disclosure to any other person. If the potential supplier is required to disclose Confidential Information due to a relevant law or legal proceedings, it will provide reasonable notice of such disclosure to the Company. The parties agree that this obligation applies during the RFP and after the completion of the process.

9. Alternatives

Potential suppliers may submit proposals for alternative methods of addressing the Company's requirement described in the RFP where the option to do so was stated in the RFP or agreed in writing with the Company prior to the RFP Closing Time. Potential suppliers are responsible for providing a sufficient level of detail about the alternative solution to enable its evaluation.

10. Reference Material

If the RFP references any other materials including, but not limited to, reports, plans, drawings, samples or other reference material, the potential supplier is responsible for obtaining the referenced material

and considering it in framing their proposal. And provide it to the Company upon request.

11. Price/Cost Basis

Prices or costs quoted must show the tax exclusive price, the tax component and the tax inclusive price.

The contract price, which must include any and all taxes, supplier charges and costs, will be the maximum price payable by the Company for the Goods and/or Services.

12. Financial information

If requested by the Company, potential suppliers must be able to demonstrate their financial stability and ability to remain viable as a provider of the Goods and/or Services over the term of any agreement.

If requested by the Company, the potential supplier must promptly provide the Company with such information or documentation as the Company reasonably requires in order to evaluate the potential supplier's financial stability.

13. Referees

The Company reserves the right to contact the potential supplier's referees, or any other person, directly and without notifying the potential supplier.

14. Conflict of interest

Potential suppliers must notify the Company immediately if any actual, potential or perceived conflict of interest arises (a perceived conflict of interest is one in which a reasonable person would think that the person's judgement and/or actions are likely to be compromised, whether due to a financial or personal interest (including those of family members) in the procurement or the Company).

15. Inconsistencies

If there is inconsistency between any of the parts of the RFP the following order of precedence shall apply:

- (a) these Terms and Conditions;
- (b) the first page of this RFP; and
- (c) the Schedule

so that the provision in the higher ranked document will prevail to the extent of the inconsistency.

16. Collusion and Unlawful Inducements

Potential suppliers and their officers, employees, agents and advisors must not engage in any collusive, anti-competitive conduct or any other similar conduct with any other potential supplier or person or quote any unlawful inducements in relation to their proposal or the RFP process.

Potential suppliers must disclose where proposals have been compiled with the assistance of current or former the Company employees (within the previous 9 months and who was substantially involved in the design, preparation, appraisal, review, and or daily management of this activity) and should note that this may exclude their proposal from consideration.

Potential suppliers warrant that they have not provided or offered any payment, gift, item, hospitality or any other benefit to the Company, its employees, consultants, agents, subcontractors (or any other person involved in the decision-making process relating to this RFP) which could give rise to a perception of bribery or corruption in relation to the RFP or any other dealings between the parties.

17. Jurisdiction

This RFP shall be subject to the laws of the District of Columbia, United States of America. The language of the arbitration will be English.

The Potential Supplier and the Company will use their best efforts to settle amicably any dispute, controversy, or claim arising out of, or relating to this RFP or the breach, termination, or invalidity thereof. If no agreeable settlement can be found, any dispute, controversy, or claim arising out of or relating to this RFP or the breach, termination, or invalidity thereof, shall be settled by mediation through the American Arbitration Association by filing a request for mediation with the AAA and the other party. The Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute.

Schedule - Terms of Reference

Purpose

Global Health Program Evaluation, Analysis, Research, and Learning (GH PEARL) project is looking for a company to support a Third-Party Monitoring (TPM) activity in Northern Benin.

Type of Contract

Firm Fixed Price

Anticipated Contract Term

The expected implementation period is from July 2024 to April 2025.

Company Information

Palladium is a global leader in the design, development, and delivery of Positive Impact — the intentional creation of enduring social and economic value. We work with corporations, governments, foundations, investors, communities, and civil society to formulate strategies and implement solutions that generate lasting social, environmental and financial benefits.

The Project

USAID-funded Global Health Program Evaluation, Analysis, Research and Learning (GH PEARL) project aims to effectively generate and utilize high-quality data and evidence with the goal of strengthen policies and program implementation to improve health and save lives in low and middle-income countries (LMIC). GH PEARL is a consortium led by the University of Carolina (UNC), which work together to assist countries in identifying and adopting proven and innovative approaches to improve the quality, coverage, and equity of health areas such as Family Planning/Reproductive, Maternal, Newborn, and Child Health and Nutrition interventions at the global, regional, national, and subnational levels.

GH PEARL implements a TPM activity in Northern Benin. This involves conducting primary data collection from health implementing partners to improve adaptive management by both the partners and USAID, assessing competencies, and strengthening capacity for Collaborating, Learning, and Adapting (CLA) approaches. Additionally, the activity aims to develop data collection protocols, including an analytical plan, using a collaborative co-design method and pilot test them before full-scale rollout. The overall purpose of the TPM activity is to ensure that swiftly acted-upon data leads to sustained, improved performance of implementing partners in serving the population of Benin.

Background

USAID/Benin currently funds nine implementing partners in the challenging regions of northern Benin. This area is currently non-permissive to USAID staff and include the following programming: two Government-to-Government (G2G) initiatives, one supply chain activity, three Global Health Security activities, one community health outcomes strengthening activity, one health facility services activity, and one health system strengthening initiative.

Palladium, hired by USAID, is currently conducting the TPM activity of these nine implementing partners and is seeking a local research firm partner to assist, particularly with data collection services. This will involve monitoring the implementation of the above-mentioned programs to ensure accountability, effectiveness, and compliance with project objectives and donor requirements.

While GH PEARL will leverage a range of data collection methods to verify service delivery data, the primary data collection mechanism will be in-person site visits where data is collected via mobile phone software. Data collection will rely heavily on observational responses and Key Informant Interviews (KIIs). In addition, feedback will be collected from beneficiaries for whom the services are intended to improve access, and quality of services provided. Given the security context in the region, GH PEARL does anticipate that alternative site locations may need to be identified for replacement as the context shifts, however in person site visits are considered the norm and broad access to sites across the effected regions of Northern Benin (Alibori, Atacora, Borgou, and Donga) is expected.

The primary objectives of the TPM are to:

- Assess the performance of nine health sector implementing partners in delivering health services and achieving project outcomes.
- Evaluate the quality and accuracy of data reported by implementing partners.
- Identify strengths, weaknesses, and areas for improvement in project implementation and management.
- Provide recommendations to enhance program effectiveness, impact, and sustainability.

Estimated Timelines

Proposals are due on June 30, 2024, and must be valid for 60 days after the RFP deadline. Palladium plans to issue a contract within 60 days from the RFP deadline. The anticipated start of the implementation of the activity is in July 2024. Please note that contracting is contingent on client approval.

- June 11, 2024: RFP issue date.
- June 17, 2024: Deadline for submission of questions by interested parties.
- June 19, 2024: Deadline for answering questions to interested parties.
- June 30, 2024: Deadline for submission of proposals

Minimum Qualification Criteria

Organizations who wish to respond to this RFP must meet the following minimum qualification criteria and provide corresponding supporting documents:

- Must be a registered legal entity in Benin and provide a copy of certificate or articles.
- Must have been in existence for at least three years.
- Must have a Unique Entity Identifier (UEI, instructions for obtaining UEI may be found here <https://sam.gov/content/entity-registrationhttps://www.sam.gov/>).
- Must not have any active exclusions in www.sam.gov, United Nations, or other international compliance databases.
- Must be owned by nationals of a country not considered a prohibited source or barred from doing business with the United States.

Required Experience

- Experience conducting TPM or similar monitoring and evaluation activities within the health sector.
- Proficiency in quantitative data collection, analysis, and reporting.
- Demonstrated experience and knowledge of standards and best practices in the design, development, and implementation of Monitoring, Evaluation, and Learning (MEL) Plans for projects funded by USAID, including expertise in robust data collection methodologies.
- Demonstrated capacity to efficiently deploy qualified staff and resources to conduct monitoring activities in multiple project locations, ensuring consistency and quality of data collection and analysis while adapting to project-specific needs and challenges.
- Proven track record in collecting qualitative data through informant interviews and focus groups.

Scope of Work

GH PEARL will not be responsible for nor facilitate any duty of care arrangements, offerors must account for conducting their own logistical, insurance, and security planning, and must be prepared to show Palladium that appropriate measures are in place.

The subcontractor will be responsible for carrying out the following **key activities**:

1. Develop an operational plan to include:

- Procedures for conducting field visits, ensuring accuracy, reliability, and consistency in field observation, including a proposal detailing the number of supervisors and field monitors needed to carry out the data collection effectively.
- Logistic requirements for field work, such as transportation, accommodation, and equipment (as necessary).

- Strategies for managing logistics efficiently, considering factors like scheduling, resource availability, and cost-effectiveness.
- Protocols for handling and securing mobile devices and materials needed for field activities.
- Create a detailed timeline outlining the sequence of activities from planning to execution.
- Set clear deadlines for each phase of the implementation process, allowing flexibility to accommodate unexpected delays or changes in project scope.
- Contingency plan to address potential challenges or disruptions that may arise during field data collection, such as adverse weather conditions, equipment failures, or personnel issues. Outline alternative strategies and measures to mitigate risks and minimize disruptions to the project.

Every Friday, the subcontractor shall provide GH PEARL with a weekly report highlighting the findings from the week's site visits, with a consolidated report provided on the last Friday of the month.

The sub-contractor is expected to inform the site of the visit and seek the appropriate government approvals in advance of arriving and should factor this into the scheduling visits. Subsequently, field monitors will collect informed consent to participate from site personnel before administering the structured questionnaires via mobile devices.

2. Recruit and Hire Staff

All personnel must possess prior experience in field data collection, particularly in assessing health areas. The subcontractor will be responsible for recruiting, hiring, and making available the following staff:

- **Point of contact:** To manage logistics, assignments, reporting, scheduling, and serve as the main liaison for the GH PEARL Local Program Lead. Must have a bachelor's degree, at least five years of experience managing or conducting complex field work, and excellent communication skills.
- **Data collection supervisors:** To oversee and supervise data collection activities. Must have a minimum university degree and extensive relevant experience.
- **Field monitors:** To conduct data collection and interviewers. Must demonstrate experience in data collection methodologies. A university degree is desirable but not required.

The subcontractor must have a plan to ensure that there are sufficient field monitors available to participate in the two-week training for the data collection activities, taking into account possible staff attrition.

3. Support training and piloting tools

- Organize the logistics for two-week in-person training for the supervisors and field monitors to ensure that all team members are adequately prepared to fulfil their roles effectively; the training will be led by GH PEARL.
- After the training, the subcontractor will organize and conduct a pilot test visit to each site type in close collaboration with the GH PEARL Local Program Lead. These visits will involve gathering information and results to inform updates to data collection tools and processes based on the outcomes of the pilot.
- The subcontractor will be responsible for the logistics of organizing this training in a central location and the pilot test visits, including printing training materials, travel and incidental costs for staff, as well as venue procurement, and catering services (as necessary).

4. Data Collection Fieldwork

Implementing and managing all elements of the TPM field work which will include:

- Implement the TPM plan and protocols that outline the methodology, tools, and timeline for data collection, analysis, and reporting.
- Conduct on-site visits at the offices and project sites of each implementing partner at the community, health facilities, administrative offices, sentinel surveillance sites, and warehouses. These visits will focus on data collection, quality assurance and quality controls, including cross-checking of data collection and reporting tools.
- Interview key implementing partners/stakeholders, including project staff to gather feedback and insights on project performance.
- Supervise data collection activities and data quality assurance and control mechanisms, including spot checks, validity checks, etc.
- Provide office space for GH PEARL Local Program Lead in sub-contractor office to facilitate daily stand-up meetings, planning, and notification of any problems identified during site visits.

- Ensure that all field monitors have access to mobile devices for conducting data collection activities; mobile devices should be procured if needed and reflected in the financial proposal.
- Field monitors are required to work in pairs while conducting data collection visits.
- Ensure that all fieldwork adheres to international and Benin standards of ethics in data collection.
- The sub-contractor will procure licenses for a web-based application to be used on mobile devices for field monitors to collect data during site visits. At a minimum, the software should collect quantitative and qualitative data as well as geo-coordinates and store photos. Each field monitor, supervisor and project technical assistance and leadership should have access to accounts for data collection or data verification, as appropriate. Data must also be available for GH PEARL to integrate into a dashboard. (Examples: SurveyCTO or KoboToolbox).

5. Data Quality Assessment (DQA)

Conduct a data quality assessment, carried out high-experience data collectors, to understand the quality of the data reported by implementing partners. This includes:

- Implement the Standard Operating Procedure (SOP) provided by GH PEARL for data collection. The SOP will outline the specific methods and protocols to be followed.
- Ensure adherence to the SOP during the data collection process, focusing on selected performance indicators.
- Apply standardized data collection methods to verify the key data quality standards related to validity, reliability, precision, integrity, and timeliness as per the established protocols.
- Compile the findings of the DQA, highlighting areas of strength and weakness in data quality identified during the data collection process.

6. Participate in regular meetings

- Participate in weekly end-of-week meetings with GH PEARL Local Program Lead. The purpose of these meetings is to conduct internal quality control and provide feedback on data collected during the week. These sessions are intended for updating the site visit calendar, discussing progress on the field activities, documenting necessary adjustments to logistics for specific local conditions, troubleshooting issues, and providing ongoing mentoring as needed for all team members.
- Participate in monthly adaptive management meetings led by GH PEARL Local Program Lead intended to support implementing partners to interpret and act upon site visit findings.

7. Data Compilation and Report Writing

- Enter TPM data into database at point of collection via mobile devices.
- Compile monthly reports summarizing activities by pulling screenshots from dashboards and add narrative to describe context, findings, and articulate any immediate, urgent recommendations.
- Reviewing project documents, reports, and data sources to assess compliance with project objectives, work plans, and donor requirements for cross-verification.
- Produce a comprehensive DQA report summarizing findings and proposed corrective actions to address identified issues and improve data quality.
- Prepare a final report that consolidates all monitoring and evaluation data collected throughout the project lifecycle. The final report will include an analysis of key findings, lessons learned, and recommendations for future actions.

Data Collection Timelines

- **Field Monitor Training (1 month after contract start):** Training sessions will cover the TPM protocols including data collection methodologies and quality assurance. The training will equip all staff with the necessary knowledge to effectively execute data collection tasks. The subcontractor must ensure active participation of all staff members in both the training and pilot testing phase.
- **Pilot Testing (2 months after contract start):** During this phase, the subcontractor will test the functionality and usability of the software for data collection to ensure it meets project requirements and standards. Additionally, the subcontractor will focus on cross verifying the translation of data collection tools, including surveys, questionnaires, and forms, into French. Pilot testing will also include trial runs of the data collection process in each of the different sites (from Department offices to community villages) to identify any potential issues or challenges before full-scale implementation.

- **Implementation (Monthly starting in Month 3 and concluding in Month 9):** This phase encompasses the actual execution of the data collection process across all targeted sites, ensuring that each of them is visited twice in the first year of implementation. The subcontractor will analyse the feedback and data collected during the visits to identify and document lessons learned, best practices and any existing issues. The DQA assessments will be conducted after the first visit to each of the 9 implementing partners to evaluate the data against key quality standards.

Throughout this phase, the subcontractor will oversee the deployment of field teams to various locations, ensuring logistical arrangements are in place and monitoring data collection activities for quality and consistency. Continuous communication and coordination with the GH PEARL Local Program Lead, local partners, and stakeholders will be essential to address any emerging issues and facilitate smooth operations. As part of the data validation procedures, the software will have audit logs to ensure the integrity and accuracy of the collected data.

Table 1. Site visits schedule

Departments	Location	Biweekly Schedule																Total visits per site	Total visits per region	
		Month 2		Month 3		Month 4		Month 5		Month 6		Month 7		Month 8		Month 9				
		Pilot		First visit						Second visit										
	P1	P2	P1	P2	P1	P2	P1	P2	P1	P2	P1	P2	P1	P2	P1	P2				
Alibori	Department	1		1															3	569
	Health Zone	1		3															7	
	Sentinel Site	1		2															5	
	Warehouse	1		1															3	
	Health Facility	1			23	23	23	23	23	20		23	23	23	23	23	20		271	
	Community	1			23	23	23	23	23	20		23	23	23	23	23	20		271	
	Implementing Partners										9								9	
Atacora	Department			1							1								2	505
	Health Zone			3							3								6	
	Sentinel Site			1							1								2	
	Warehouse			1							1								2	
	Health Facility				21	20	20	20	20	20		21	20	20	20	20	20		242	
	Community				21	20	20	20	20	20		21	20	20	20	20	20		242	
	Implementing Partners										9								9	
Borgou	Department			1							1								2	823
	Health Zone			4							4								8	
	Sentinel Site			1							1								2	
	Warehouse			1							1								2	
	Health Facility				34	34	33	33	33	33		34	34	33	33	33	33		400	
	Community				34	34	33	33	33	33		34	34	33	33	33	33		400	
	Implementing Partners										9								9	
Donga	Department			1							1								2	375
	Health Zone			2							2								4	
	Sentinel Site			1							1								2	
	Warehouse			1							1								2	
	Health Facility				15	15	15	15	15	14		15	15	15	15	15	14		178	
	Community				15	15	15	15	15	14		15	15	15	15	15	14		178	
	Implementing Partners										9								9	
Total visits per period		6	0	25	186	184	182	182	182	174	61	186	184	182	182	182	174		2272	

Table 2. Departments, Health Zones and Health Facilities

Departments	Health Zones	Health Facilities	Total
Alibori	Banikoara (ZS)	44	135
	Kandi-Gogounou-Ségbana	58	
	Malanville-Karimama	33	
Atacora	Kouandé-Péhunco-Kérou	45	121
	Natingou-Boukoubé-Toucountouna	49	
	Tanguiéta-Cobly-Matéri	27	
Borgou	Bembèrèkè-Sinendé	30	200
	N'Dali-Parakou	61	
	Nikki-Kalalé-Pèrèrè	70	
	Tchaourou (ZS)	39	
Donga	Bassila (ZS)	25	89
	Djougou-Ouaké-Copargo	64	
Grand Total			545

Deliverables/Timelines

All deliverables will be reviewed by the GH PEARL and Palladium Technical teams (the in-country Local Program Lead and US-based technical teams) for completeness and quality before being reviewed for acceptance and approved for payment.

Table 3. Deliverables

Number	Deliverable	Acceptance criteria	Payment (subject to acceptance)	Estimated completion date
1	Operational Plan	Should include calendar, logistics, timelines, data collection software licenses and staff/team assignments and list of staff hired (with evidence of meeting the minimum requirements for each position)	20% of the total budget	Draft one month after contract signing, final 14 days after comments
2	Training report	Should include a summary of the training outcomes, recommendations for future training programs, and attendance sheets.	10% of the total budget	Two months after contract signing
3	Pilot data collection	Should include comprehensive report summarizing the pilot outcomes, findings, and recommendations to enhance the data collection tools.	10% of the total budget	Three months after contract signing
4	Seven monthly data collection reports	Should compile a summary of activities, findings, and recommendations, ensuring coverage of at least 95% of the agreed-upon site visits.	35% of the total budget, divided into monthly reports (5% of the total budget per report)	Monthly starting September 2024 and through March 2025
5	DQA report	Should compile a summary of findings and outline recommended corrective actions to enhance data quality.	15% of the total budget	One month after finalizing data collection
6	Final report	Should summarize project implementation, including data collection activities, key findings, challenges, lessons learned and recommendations for future years.	10% of the total budget	One month after finalizing data collection

Proposal Format and Instructions

Technical Proposal Format

Technical proposal must follow the following format:

1. Cover Page (1 page maximum)

This page should contain information on the company/organization legal name and address, year of registration, and contact information.

2. Technical Approach (5 pages maximum)

This section should demonstrate the Offeror's responsiveness to this RFP by addressing its objectives and specific requirements, providing a detailed description of the essential performance characteristics proposed and demonstrating how the proposed approach and methodology meets or exceeds the requirements. All requirements should be addressed in sufficient detail and adequately weighted relative to one another. The Offerors should demonstrate that the approach and methodology are appropriate to local conditions and

environment. It should also detail how the different service elements will be planned, implemented, delivered and controlled.

It should also discuss how the Offeror will deal with challenges and mitigate risks to accomplish the desired results.

The Technical Proposal should also include an Operational Plan (in the format of a Gantt Chart or Project Schedule), indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

The Offerors may include any other comments or information regarding the technical approach and methodology that will be adopted.

3. Management Approach and Staffing (2 pages maximum, not including Security Plan)

Offerors shall describe the overall management approach toward planning and implementing the project. Offerors will also include a staffing plan adequate for the efficient implementation of the project describing the roles and responsibilities of each individual and the relationship of key positions and designations. Additionally, offerors must strive to establish gender balance to maximize the participation of female staff in data collection.

Offerors must provide detailed resume for the point of contact that will be lead implementation of this project. The resume should highlight relevant experience, years of experience, and qualifications in areas relevant to the Scope of Work. It is not necessary to submit resumes of supervisors, field monitors or administrative support staff at the proposal phase.

Offerors must provide a security plan, which should describe security risk assessment and mitigation measures specific to the high-risk areas in Northern Benin, where the activity will be implemented. The Security Plan should include:

- Risk assessment and mitigation plan;
- Emergency planning and response, including emergency communication;
- Incident management;
- Medical and insurance plan;
- Movement and travel security clearance protocols, including driver training plan and vehicle equipment list such as medical pack;
- Security training.

Note that the subcontractor will be responsible for all associated costs of these staff during the data collection activity, including coordinating transport, salary, or any subsistence allowance (as necessary).

4. Past Performance (2 pages maximum)

Offerors must provide examples of two successful projects in the past three years that illustrate their experience in TPM or similar monitoring and evaluation activities within the health sector. This should include expertise in robust quantitative and qualitative data collection methodologies. Offerors must highlight their record of accomplishment in these areas.

Responses should focus on providing information related to the services to be performed under this engagement and provide the name and contact information of a reference for each project referenced in Annex F.

5. Financial Proposal Format

Offerors must propose a **firm fixed price** for the provision of the required services. **The firm fixed price contract shall not be subject to adjustment based on the Contractor's actual cost experience.** The Financial Proposal should align with the requirements in the Technical Proposal.

Offerors should also provide a budget with sufficient details and narrative to support the proposed firm fixed price and demonstrate understanding of the requirement. An example of a budget template can be found in Annex A.

Offerors are required to include the following items in their budget:

- Labor costs for operational manager, supervisors, and field monitors.
- Transport costs to support field monitors to attend two-week training.

- Transport costs to support field monitors to conduct pilot.
- Transport costs to support field monitors to conduct the sites visits.
- Cost for office space, utilities, internet, and computers as needed.
- Cost of mobile devices, with the following specifications (Geocoordinates, Camera, Android Operating System 9+ or equivalent) in the quantity which is sufficient to collect data during each site visits.

Application Instructions

The following items are required to be submitted as part of the Proposal:

- Technical Proposal (including Cover Page, Technical Approach, Management Approach and Staffing (including resumes of staff), Past Performance (including reference information).
- Financial Proposal (Please use the template in Annex A)
- Due Diligence Form (Annex B)
- Signed Certifications (Annex C)
- Signed Business Partner Code of Conduct (Annex D)
- Signed Anti-Corruption Questionnaire (Annex E)
- Contact details for two past performance references (Annex F)
- Minimum Eligibility Criteria supporting documents package:
 - Copy of a certificate or articles confirming a registered legal entity in Benin, including details of owners, executive officers, board members;
 - Copy of a Unique Entity Identifier (UEI, instructions for obtaining UEI may be found here <https://sam.gov/content/entity-registrationhttps://www.sam.gov/>).

Please review the additional documentation and proposed contract terms and conditions which should be given consideration when preparing your proposal. By submitting your offer, you will certify that that you are in agreement with the contract terms and conditions as included in this solicitation.

Proposals are accepted in English and French.

Evaluation and Award Process

The proposal will be evaluated based on Best Value Trade Off criteria. Palladium may award this contract to an offeror who presents the highest technical rating with a fair and reasonable price and realistic cost process. Although technical quality is more important than price, Palladium may award this contract to an offeror who is not the highest rated technically but presents best value technical and price.

Each proposal will be evaluated based on the following criteria:

Evaluation Criteria	Weighting	Description
Technical Approach (methodology, project management and operational plan)	50%	<p>This section will be evaluated based on the alignment of the proposed technical approach with the SOW, and the likelihood that the Offeror will effectively meet the requirements, overcome challenges, and mitigate risks to accomplish the desired results.</p> <p>Key evaluation criteria include:</p> <ul style="list-style-type: none"> - Clarity and thoroughness of the approach for the operational plan, outlining the activities, and timelines for completion. - Provide a high-quality description of the essential performance characteristics proposed and demonstrating how the proposed approach and methodology meets or exceeds the requirements. - Approach and methodology are appropriate to local conditions and environment. - Soundness of the risk mitigation plan.
Management Approach and Staffing	30%	<p>This section will be evaluated on how well the proposed management approach including security and staffing plans ensure the successful achievement of desired results on schedule, even under challenging contexts.</p> <p>The management plan will be evaluated on the extent to which the point of contact meets the minimum criteria.</p>

Past Performance (examples and references to projects implemented in the past)	20%	This section will be evaluated on the extent to which the amount and relevance of the Offeror demonstrated experience successfully performing similar services in similar contexts within the past three years.
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Any contract/purchase order resulting from this solicitation must be signed by both parties in order to be considered valid and in force. All costs associated with, but not limited to, production, preparation and/or delivery of goods or services, including deliveries, accepted by Palladium staff, without a fully executed (signed by both parties) contract/purchase order, are at the vendor's risk only. Palladium shall not pay for any costs, without limitation, associated with production, preparation or delivery of goods and/or services under this or any other contract/purchase order, which has not been signed by both parties.

If your proposal is successful, you will be required to enter into the Company's standard contract for the types of goods or services being provided. In the provision of the Goods and Services, you will be required to comply with the Company's policies, including (without limitation) its Business Partner Code of Conduct and any relevant client terms and conditions. Potential suppliers must also comply with the Company's Business Partner Code of Conduct in the submission of any proposals pursuant to this RFP.

If you are bidding as part of a joint venture, partnership or similar, please make this clear in your submission. Likewise, if you propose to subcontract any part of the goods or services provision, then disclose this fact within your submission. The Company may require additional information from you and approval for subcontracting will not be automatic as subcontractors will be subject to Palladium's Due Diligence process and may be required to submit for USAID Partner Vetting.

List of Annexes

- A. Budget Template
- B. Due Diligence Form
- C. Certifications
- D. Business Partner Code of Conduct
- E. International Anti-corruption Questionnaire
- F. Past Performance Reference Details
- G. Copy of a Blank Contract with Prime Agreement Flow Down Clauses

PROCUREMENT INTEGRITY AND ETHICS

It is Palladium's Policy that no gifts of any kind and of any value be exchanged between vendors/contractors and Palladium personnel. Discovery of the same will be grounds for disqualification of the vendor/contractor from participation in any Palladium's procurements and may result in disciplinary actions against Palladium personnel involved in such discovered transactions.

Annex A. Budget Template

Item	Unit	Cost per Unit	Number of Units	Total (Local Currency)	Total in USD	Comments
Deliverable 1. Operational Plan (including calendar, logistics, timelines, and staff/team assignments) and list of staff hired (with evidence of meeting the minimum requirements for each position)						
Staff (list all titles)						
Printing and office supplies						
Data collection software licenses						
Others costs (specify)						
Subtotal						
Deliverable 2. Training report						
Staff (list all titles)						
Transport costs						
Per Diem						
Vehicle/Fuel						
Hotel						
Venue						
Training Venue and Catering service costs						
Printing and office supplies						
Others costs (specify)						
Subtotal						
Deliverable 3. Pilot data collection						
Staff (list all titles)						
Transport costs						
Printing and office supplies						
Others costs (specify)						
Subtotal						
Deliverable 4. Seven monthly data collection reports (including at least 95% of agreed upon site visits)						
Staff (list all titles)						
Transport costs						
Printing and office supplies						

Others costs (specify)						
Subtotal						
Deliverable 5. DQA report						
Staff (list all titles)						
Transport costs						
Printing and office supplies						
Others costs (specify)						
Subtotal						
Deliverable 6. Final report						
Staff (list all titles)						
Transport costs						
Printing and office supplies						
Others costs (specify)						
Subtotal						
Total						

Due diligence form

Please provide answers to and information regarding all of the questions below. For any answer requiring more space than is given in this form, please attach the complete answer on a separate sheet. To the extent permitted by law, all information provided in this form will be held in confidence and not disclosed to any third parties without prior notice and approval.

Part 1 Identifying information

Part 1 a

To be completed if an **organisation** is the subject of Due Diligence

Name of organisation: ...

Organisation headquarters address/main office: ...

Country or countries where activities will take place: ...

Website for organisation: ...

Name of owner/managing director for organisation: ...

List any former name(s) owner/managing director for organisation: ...

Part 1 b

To be completed either if an **individual** is the Subject of Due Diligence or, if an **organisation** is the Subject of Due Diligence, then to be filled out by the owner/managing director of the organisation

Full Legal Name (As written on passport or national identification card) ...

Home address for individual or owner/managing director, phone number, and email address: ...

Identify card / Passport: ...

Nationality: ... Date of birth: dd/mm/yyyy

Telephone: ... E-mail: ...

Part 2 Business information

(Only applicable if an organisation is the Subject of Due Diligence. For individual move to part 4)

To be completed by the owner/managing director

a Sole Proprietorship Partnership Corporation Non Profit Other

If other, please specify below:

...

b Is this organisation registered? If so, please note the country and registration number below Yes No

...

d Is the entity an organisation listed on a public stock exchange? If so, please provide relevant details below. Yes No

...

e If applicable, please list any parent companies or subsidiaries below:

...

Does any Public Official or government entity have any financial, management or controlling interest in your organisation? If so, provide details and level of interest below. Yes No

...

Please list the full names and date of birth of all Principals for your organisation. (Note: the term "Principal" includes, but is not limited to, the executive officers, partners, owners, directors, trustees or others who exercise control over your organisation).

...

Part 3 Compliance, health and safety

Does the organisation have an institutionalized Financial and internal controls policy? If so, please attach or provide details below. Yes No

...

Does the organisation have an occupational health and safety (OHS) policy? If so, please attach or provide details below. Yes No

...

Please state whether the organisation meets the legislative requirement of compulsory insurance where business will take place and please attach the certification or provide details by country or countries.

...

Part 4 Government relationships

To be completed by the individual or owner/managing director of the organisation

Please state whether:	You are a current Public Official (as that term is defined in Part 7 below)	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
	Your organisation employs a current Public Official (<i>If applicable</i>)	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
	You are a close relative (i.e. mother, father, sister, brother, spouse or child) of a Public Official	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
	Any Principal of your organisation has a close relative who is a Public Official (<i>If applicable</i>)	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

For any person identified as a close relative above, please provide their name (surnames and given name), title, relationship to you or the organisation, and responsibilities for the government, agency, or government controlled enterprise or company. If additional space is needed, attach a separate sheet of paper.

...

Part 5 Prior conduct

To be completed by the individual or owner/managing director of the organisation

Have you (or any Principals of your organisation) ever been investigated for, charged with, convicted or otherwise implicated in criminal, corrupt, unethical, or unlawful conduct? Yes No

(If applicable) Has the organisation, or any subsidiary or affiliate of your organisation ever been investigated for, charged with, convicted or otherwise implicated in criminal, corrupt, unethical, or unlawful conduct? Yes No

(If applicable) Has the organisation ever been issued a sanction or committed a violation of law or regulation? Yes No

If yes to any of the above, please describe the circumstances below:

...

Part 6 Additional disclosures

To be completed by the individual or owner/managing director of the organisation

Please provide any additional information below that would assist the company in performing its due diligence review. If more space is needed, attach a separate sheet.

...

Part 7 Certification

To be completed by the individual or owner/managing director of the organisation

I hereby certify that:

To the best of my knowledge, all information in this response is truthful, correct and complete; I have read the information at the websites noted below and I am familiar with the requirements of these anticorruption statutes:

UK Bribery Act 2010;

Australian Criminal Code;

U.S. Foreign Corrupt Practices Act;

I have read the definition of Public Official below and declare that neither I, nor any of my immediate family members, are Public Officials, except as previously disclosed.

I have never paid, approved for payment or otherwise provided, directly or indirectly, anything of value to a Public Official for any improper, corrupt or illegal purpose, nor will I; and I have never created a false invoice or otherwise manipulated documentation to disguise making a payment or otherwise providing anything of value to a Public Official for any purpose, nor will I.

NOTE: "Public Official" means any person, whether elected or appointed who holds an executive, legislative, administrative or judicial office or position in any public entity, including any international agency. In addition, "Public Official" includes any person who performs public functions in any branch of the national, state, local or municipal government of any country or territory or who exercises a public function, by employment or under contract, for any public entity, agency or enterprise of such country or territory, including state owned or controlled enterprises. The definition of "Public Official" also includes any official of a political party or any candidate for political office.

I hereby acknowledge that I have been informed by Palladium that it may seek to obtain an investigative report that will include personal information regarding me, including but not limited to, educational and work history, work references, and criminal convictions or arrest records if allowed, in order to assist Palladium in determining whether it can enter into an agreement with me or my organisation. I hereby consent to Palladium conducting this investigation and obtaining such reports as may be provided to Palladium by other firms subcontracted for the purpose.

I further hereby acknowledge that I have reviewed the Business Partner Code of Conduct and I, and/or my organisation, will comply with all requirements set out in such Code.

Signature:

Name: ...

Title: ...

Date: ...

ANNEX C TO REQUEST FOR APPLICATION

CERTIFICATIONS, ASSURANCES, REPRESENTATIONS, AND OTHER STATEMENTS OF THE SUBRECIPIENT

NOTE: When these Certifications, Assurances, Representations, and Other Statements of the Subrecipient are used for Cooperative Agreements, the term "Grant" means "Cooperative Agreement."

Part I – Certifications and Assurances

1. Assurance of Compliance with Laws and Regulations Governing Non-Discrimination in Federally Assisted Programs

Note: This certification applies to US organizations at all times and to Non-U.S. organizations if any part of the program will be undertaken in the United States.

(a) The subrecipient hereby assures that no person in the United States will, on the bases set forth below, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity receiving financial assistance from USAID, and that with respect to the assistance award for which application is being made, it will comply with the requirements of:

(1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. 2000-d), which prohibits discrimination on the basis of race, color or national origin, in programs and activities receiving Federal financial assistance;

(2) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving Federal financial assistance;

(3) The Age Discrimination Act of 1975, as amended (Pub. L. 95-478), which prohibits discrimination based on age in the delivery of services and benefits supported with Federal funds;

(4) Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), which prohibits discrimination on the basis of sex in education programs and activities receiving Federal financial assistance (whether or not the programs or activities are offered or sponsored by an educational institution); and

(5) USAID regulations implementing the above nondiscrimination laws, set forth in Chapter II of Title 22 of the Code of Federal Regulations.

(b) If the subrecipient is an institution of higher education, the Assurances given herein extend to admission practices and to all other practices relating to the treatment of students or clients of the institution, or relating to the opportunity to participate in the provision of services or other benefits to such individuals, and must be applicable to the entire institution unless the subrecipient establishes to the satisfaction of the USAID Administrator that the institution's practices in designated parts or programs of the institution will in no way affect its practices in the program of the institution for which financial assistance is sought, or the beneficiaries of, or participants in, such programs.

2. Certification Regarding Lobbying (22 CFR 227)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Cooperative Agreement, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned must require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subawards, and contracts under grants, loans, and cooperative agreements) and that all subrecipients must certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

"The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

3. Prohibition on Assistance to Drug Traffickers for Covered Countries and Individuals (ADS 206)

Palladium reserves the right to terminate this Agreement, to demand a refund or take other appropriate measures if the Grantee is found to have been convicted of a

narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140. The undersigned must review USAID ADS 206 to determine if any certifications are required for Key Individuals (see Part II below) or Covered Participants (see Part III below).

If there are COVERED PARTICIPANTS: Palladium reserves the right to terminate assistance to or take other appropriate measures with respect to, any participant approved by Palladium and USAID who is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

4. Certification Regarding Support to Terrorists

(1) The undersigned represents, to the best of its knowledge, that:

Except as otherwise disclosed to the Prime Recipient and USAID in writing and included with this application, the applicant did not, within the previous three years, knowingly engage in transactions with, or provide material support or resources to, any individual or entity who was, at the time, subject to sanctions administered by the Office of Foreign Assets Control (OFAC) within the U.S. Department of Treasury pursuant to the Global Terrorism Sanctions Regulations (31 CFR Part 594), and the Foreign Terrorist Organizations Sanctions Regulations (31 CFR Part 597), or sanctions established by the United Nations Security Council, collectively, "U.S. or U.N. sanctions." Note: Prime Recipient intends to retain the information disclosed pursuant to this paragraph in any award file and use it in determining whether to provide the applicant with an assistance award. Prime Recipient and USAID will not make such information available publicly unless required by law.

(2) The representation in paragraph (1) does not apply to:

(a) Transactions entered into or material support and resources provided pursuant to an OFAC license;

(b) The furnishing of USAID funds, or USAID-financed commodities or other assistance, to the ultimate beneficiaries of USAID-funded humanitarian or development assistance, such as the recipients of food, non-food items, medical care, micro-enterprise loans or shelter, unless the applicant knew or had reason to believe that one or more of these beneficiaries was subject to U.S. or U.N. terrorism-related sanctions; or

(c) The procurement of goods and/or services by the subrecipient acquired in the ordinary course of business through contract or purchase, such as utilities, rents, office supplies, or gasoline, unless the applicant knew, or had reason to believe, that a vendor or supplier of such goods and services was subject to U.S. or U.N. sanctions. This certification includes express terms and conditions of the award, and any violation of it will be grounds for unilateral termination of the agreement by the Prime Recipient or USAID. This certification does not preclude any other remedy available to the Prime Recipient or USAID.

(3) For purpose of this certification:

(a) "Material support and resources" means currency or monetary instruments or

financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

- (i) "Training" means instruction or teaching designed to impart a specific skill, as opposed to general knowledge.
- (ii) "Expert advice or assistance" means advice or assistance derived from scientific, technical, or other specialized knowledge.

(b) "Entity" means a partnership, association, corporation, or other organization, group, or subgroup.

5. Certification Regarding Trafficking in Persons, Implementing Title XVII of the National Defense Authorization Act for Fiscal Year 2013

Note: This certification must be completed prior to receiving an award if the estimated value of services required to be performed under the award outside the United States exceeds \$500,000. This certification must also be submitted annually to the Palladium during the term of the award.

By signing below, the applicant or subrecipient, as applicable, through its duly designated representative, after having conducted due diligence, hereby certifies the following:

1. The applicant/subrecipient has implemented a compliance plan to prevent the prohibited activities identified in section (a) of the Mandatory Provision "Trafficking in Persons" and is in compliance with that plan;
2. The application/subrecipient has implemented procedures to prevent any activities described in section (a) of the Mandatory Provision "Trafficking in Persons" and to monitor, detect, and terminate any contractor, subawardee, employee, or other agent of the applicant/subrecipient engaging in any activities described in such section; and
3. To the best of the representative's knowledge, neither the applicant/subrecipient, nor any employee, contractor, or subawardee of the applicant/subrecipient, nor any agent of the applicant/subrecipient or of such a contractor or subawardee, is engaged in any of the activities described in section (a) the Mandatory Provision "Trafficking in Persons."

6. Certification of Subrecipient

By signing below the subrecipient provides certifications and assurances for (1) the Assurance of Compliance with Laws and Regulations Governing Non- Discrimination in Federally Assisted Programs, (2) the Certification Regarding Lobbying, (3) the Prohibition on Assistance to Drug Traffickers for Covered Countries and Individuals (ADS 206), (4) the Certification Regarding Terrorist Financing Implementing Executive Order 13224, and (5) the Certification Regarding Trafficking in Persons above.

These certifications and assurances are given in consideration of and for the purpose of

obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to the subrecipient by the Agency, including installment payments after such date on account of applications for Federal financial assistance which was approved before such date. The subrecipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in these assurances, and that the United States will have the right to seek judicial enforcement of these assurances. These assurances are binding on the subrecipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign these assurances on behalf of the subrecipient.

Request for Application No. _____

Application No. _____

Date of Application _____

Name of Subrecipient _____

Typed Name and Title _____

Signature _____

Date _____

Part II – Key Individual (Principal of Organization) Certification Narcotics Offenses and Drug Trafficking

I hereby certify that within the last ten years:

1. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any other country concerning narcotic or psychotropic drugs or other controlled substances.
2. I am not and have not been an illicit trafficker in any such drug or controlled substance.
3. I am not and have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.

Signature: _____

Date: _____

Name: _____

Title/Position: _____

Organization: _____

Address: _____

Date of Birth: _____

NOTICE:

1. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain key individuals of organizations must sign this Certification.

2. If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.

Part III – Participant Certification Narcotics Offenses and Drug Trafficking

NOTE: The certification must be completed by all participants of training funded through the subaward.

1. I hereby certify that within the last ten years:
 - a. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any other country concerning narcotic or psychotropic drugs or other controlled substances.
 - b. I am not and have not been an illicit trafficker in any such drug or controlled substance.
 - c. I am not or have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.

2. I understand that USAID may terminate my training if it is determined that I engaged in the above conduct during the last ten years or during my USAID training.

Signature: _____

Name: _____

Date: _____

Address: _____

Date of Birth: _____

NOTICE:

1. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain participants must sign this Certification.
2. If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.

Part IV – Representation by Organization Regarding a Delinquent Tax Liability or a Felony Criminal Conviction

- (a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, none of the funds made available by that Act may be used to enter into an assistance award with any organization that –
- (1) “Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government”; or
 - (2) “Has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government”.

It is USAID’s policy that no award may be made to any organization covered by (1) or (2) above, unless the M/MPBP Compliance Division has made a determination that suspension or debarment is not necessary to protect the interests of the Government.

(b) **Applicant Representation:**

1. The Applicant represents that it is [] is not [] an organization that was convicted of a felony criminal violation under a US Federal law within the preceding 24 months.
2. The Applicant represents that it is [] is not [] an organization that has any unpaid US Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Part V – Prohibition on Providing Federal Assistance to Entities that Require Certain Internal Confidentiality Agreements – Representation (May 2017)

(a) Definitions.

“Contract” has the meaning given in 2 CFR Part 200.

“Contractor” means an entity that receives a contract as defined in 2 CFR Part 200.

“Internal confidentiality agreement or statement” means a confidentiality agreement or any other written statement that the subrecipient requires any of its employees or subrecipients to sign regarding nondisclosure of subrecipient information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that subrecipient employees or subrecipients sign at the behest of a Federal agency.

“Subaward” has the meaning given in 2 CFR Part 200.

“Subrecipient” has the meaning given in 2 CFR Part 200.

(b) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use funds appropriated (or otherwise made available) for federal assistance to a non-Federal entity that requires its employees, subrecipients, or contractors seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements that prohibit or otherwise restrict its employees, subrecipients, or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(c) The prohibition in paragraph (b) of this provision does not contravene requirements applicable to Standard Form 312, (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) **Representation.** By submission of its application, the prospective subrecipient represents that it will not require its employees, subrecipients, or contractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting its employees, subrecipients, or contractors from lawfully reporting waste, fraud, or abuse related to the performance of a Federal award to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (for example, the Agency Office of the Inspector General).

Part VI – Other Statements of Subrecipient

1. Authorized Individuals

The subrecipient represents that the following persons are authorized to negotiate on its behalf with the Government and to bind the subrecipient in connection with this application or grant:

Name	Title	Telephone No.	Facsimile No.
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

2. Taxpayer Identification Number (TIN)

If the subrecipient is a U.S. organization, or a foreign organization which has income effectively connected with the conduct of activities in the U.S. or has an office or a place of business or a fiscal paying agent in the U.S., please indicate the subrecipient's TIN:

TIN: _____

3. Unique Entity Identifier/SAM (2 CFR 25)

Applicants must register in the System for Award Management (SAM) in order to obtain a Unique Entity Identifier (UEI), required for eligibility to receive Federal assistance, such as grants and cooperative agreements. A UEI is a unique, alpha-numeric 12-character identifier issued and maintained by SAM.gov that verifies the existence of a business entity globally. The UEI is the official government-wide identifier used for Federal awards. Applicants must register in SAM prior to submitting an application for award for Palladium's consideration, unless the solicitation allows or instructs otherwise. Subrecipients must maintain an active SAM registration while they have an active award.

The requirements of 2 CFR 25 do not apply to certain categories of awards. In addition, USAID may exempt certain awards from the requirements of 2 CFR 25 (see the solicitation for applicable statements regarding exemptions).

UEI: _____

4. Letter of Credit (LOC) Number

If the subrecipient has an existing Letter of Credit (LOC) with USAID, please indicate the LOC number:

LOC: _____

5. Procurement Information (Cost Reimbursable Grants only)

(a) Applicability. This applies to the procurement of goods and services planned by the subrecipient (i.e., contracts, purchase orders, etc.) from a supplier of goods or services for the direct use or benefit of the subrecipient in conducting the program supported by the grant, and not to assistance provided by the subrecipient (i.e., a subgrant or subagreement) to a subgrantee or subrecipient in support of the subgrantee's or subrecipient's program. Provision by the subrecipient of the requested information does not, in and of itself, constitute Palladium approval.

(b) Amount of Procurement. Please indicate the total estimated dollar amount of goods and services which the subrecipient plans to purchase under the grant:

\$ _____

(c) Nonexpendable Property. If the subrecipient plans to purchase nonexpendable equipment which would require the approval of the Palladium, indicate below (using a continuation page, as necessary) the types, quantities of each, and estimated unit costs. Nonexpendable equipment for which the Palladium's approval to purchase is required is any article of nonexpendable tangible personal property charged directly to the grant, having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

TYPE/DESCRIPTION (Generic)	_____
QUANTITY	_____
ESTIMATED UNIT COST	_____

(d) Source If the subrecipient plans to purchase any goods/commodities which are not in accordance with the Standard Provision "USAID Eligibility Rules for Procurement of Commodities and Services," indicate below (using a continuation page, as necessary) the types and quantities of each, estimated unit costs of each, and probable source. "Source" means the country from which a commodity is shipped to the cooperating country or the cooperating country itself if the commodity is located in the cooperating country at the time of purchase. However, where a commodity is shipped from a free port or bonded warehouse in the form in which received, "source" means the country from which the commodity was shipped to the free port or bonded warehouse. Additionally, "available for purchase" includes "offered for sale at the time of purchase" if the commodity is listed in a vendor's catalog or other statement of inventory, kept as part of the vendor's customary business practices and regularly offered for sale, even if the commodities are not physically on the vendors' shelves or even in the source country at the time of the order. In such cases, the subrecipient must document that the commodity was listed in the vendor's catalog or other statement of inventory; that the vendor has a regular and customary business practice of selling the commodity through "just in time" or other similar inventory practices; and the subrecipient did not engage the vendor to list the commodity in its catalog or other statement of inventory just to fulfill the subrecipient's request for the commodity.

TYPE/DESCRIPTION	_____
QUANTITY	_____
ESTIMATED GOODS	_____

PROBABLE GOODS _____
 PROBABLE (Generic) _____
 UNIT COST _____
 SOURCE _____

(e) Restricted Goods. If the subrecipient plans to purchase any restricted goods, indicate below (using a continuation page, as necessary) the types and quantities of each, estimated unit costs of each, intended use, and probable source. Restricted goods are Agricultural Commodities, Motor Vehicles, Pharmaceuticals, Pesticides, Used Equipment, U.S. Government-Owned Excess Property, and Fertilizer.

TYPE/DESCRIPTION _____
 QUANTITY _____
 ESTIMATED _____
 PROBABLE _____
 INTENDED USE (Generic) _____
 UNIT COST _____
 SOURCE _____

(f) Supplier Nationality. If the subrecipient plans to purchase any goods or services from suppliers of goods and services whose nationality is not in accordance with the Standard Provision "USAID Eligibility Rules for Procurement of Commodities and Services," indicate below (using a continuation page, as necessary) the types and quantities of each good or service, estimated costs of each, probable nationality of each non-U.S. supplier of each good or service, and the rationale for purchasing from a non-U.S. supplier.

TYPE/DESCRIPTION _____
 QUANTITY _____
 ESTIMATED _____
 PROBABLE SUPPLIER _____
 NATIONALITY _____
 RATIONALE (Generic) _____

6. Past Performance References

On a continuation page, please provide past performance information requested in the RFA.

7. Type of Organization

The subrecipient, by checking the applicable box, represents that -

(a) If the subrecipient is a U.S. entity, it operates as a corporation incorporated under the laws of the State of, an individual, a partnership, a nongovernmental nonprofit organization, a state or local governmental organization, a private college or university, a public college or university, an international organization, or a joint venture; or

(b) If the subrecipient is a non-U.S. entity, it operates as a corporation organized under the laws of _____(country), an individual, a partnership, a nongovernmental nonprofit organization, a nongovernmental educational institution, a governmental organization, an international organization, or a joint venture.

8. Estimated Costs of Communications Products (Cost Reimbursable Grants only)

The following are the estimate(s) of the cost of each separate communications product (i.e., any printed material [other than non-color photocopy material], photographic services, or video production services) which is anticipated under the grant. Each estimate must include all the costs associated with preparation and execution of the product. Use a continuation page as necessary.

GBL CC02 Business Partner Code of Conduct

Approved by:	CEO	Policy type:	GBL
Responsible official:	Chief Diversity Officer	Policy number:	GBL CC02
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Revision history

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1.0	1 September 2015	CEO	NA
1.1	1 November 2017	CEO	Updated to align with Regional Business Partnerships
1.2	10 August 2019	CEO	Update for respectful workplace, safeguarding and other
1.3	27 February 2020	CEO	Updated Child Protection requirements

Statement

This is a controlled document. The master document is posted on the Company website. Representatives may print off this document for training and reference purposes but are responsible for regularly checking the Company website for the current version.

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1. Purpose

This Policy describes the Company's expectations of Business Partners when conducting business around the world. Business Partners must operate worldwide in a manner fully consistent with the highest standards of conduct including following best practices in integrity and ethics, anti-discrimination, anti-harassment, child protection, prevention of sexual exploitation and abuse, health and safety, anti-corruption and other areas in order to promote good governance and positive impact.

2. Applicability

This Policy is applicable to all Business Partners. Any deviation from this Policy requires the approval of the Responsible Official.

The Company has in place Guidelines, Standard Operating Procedures (SOPs), Business Processes and Tools to support the implementation of this Policy.

The Responsible Official, with input from the business as appropriate, is responsible for preparing and implementing the related Guidelines, SOPs, Business Processes and Tools.

Guidelines, SOPs, Business Processes and Tools may vary with different operating environments if required by local legislation, Client rules and regulations and other factors, subject to the approval of the Responsible Official.

3. Definitions

"Bribery" or "Bribe" means to directly or indirectly offer, promise or provide a financial or other advantage (including hospitality) to another person to:

- Induce or encourage the other person to perform a function improperly;
- Induce or encourage the other person to expedite the performance of a routine government action (see "Facilitation Payment"); or
- Reward the other person for the improper performance of a function.

"Bullying" means repeated unreasonable behaviour over time, where the behaviour causes or has the potential to cause harm to another person or persons.

"Business Partner" means any contractor, subcontractor, grantee, sub-grantee, awardee, sub-awardee, law firm, affiliate, vendor, supplier, landlord or organization providing goods or services to the Company.

"Business Process" means a sequence of linked tasks and related decisions that result in or contribute to the delivery of a product or service.

"Child" or "Children" means a person or persons who is or are below the age of 18, regardless of the age of majority/consent in the relevant country. Where the age of majority/consent in the relevant country is anyone aged 18 or above 18 then that higher age limit shall apply and take precedence.

"Child abuse" means all forms of physical abuse, emotional ill-treatment, sexual abuse and exploitation, neglect or negligent treatment, commercial (e.g. for financial gain) or other exploitation of a Child and includes any actions that results in actual or potential harm to a Child.

"Child abuse material" means material that depicts (expressly or implicitly) a Child as a victim of torture, cruelty or physical abuse.

“Child exploitation material” means material, irrespective of its form, which is classified as Child abuse material or Child pornography material.

“Child pornography material” means material that depicts a person, or is a representation of a person, who is, or appears to be, under 18 years of age and is engaged in, or appears to be engaged in, a sexual pose or sexual activity, or is in the presence of a person who is engaged in, or appears to be engaged in, a sexual pose or activity, and does this in a way that a reasonable person would regard as being, in all the circumstances, offensive.

“Client” means any individual or entity who engages the Company to provide goods or services.

“Commercial Sex Act” means any sex act on account of which anything of value is given or received.

“Compliance” means adherence to laws, codes, regulations, rules, standards, policies, and guidelines concerning proper conduct, management, and business transactions.

“Conflict of Interest” means when a Business Partner’s interests are (or potentially are) inconsistent with or are (or potentially are) otherwise in opposition to the interests of the Company, the Company’s Clients, or the Company’s stakeholders.

“Company” refers to Palladium Group Holdings Pty Ltd and all of its subsidiaries or related companies.

“Corruption” means the abuse or perversion of entrusted power, including the expectation of impartiality, for private or unlawful gain.

“Discrimination” is any unfair treatment or arbitrary distinction based on personal characteristics such as age, gender, sexual orientation or identity, disability, marital or parental status, pregnancy, religious belief or activity, political belief or activity, race (including colour, national origin or ethnicity) or citizenship.

“Diversity” refers to the individual differences and variety of characteristics that we all bring to the Company.

“Duty of Care” refers to the obligation of the Company and Business Partners to take reasonable care to prevent foreseeable harm to any Representative or employee of the Business Partner and provide a safe system of work.

“Facilitation Payment” means a direct or indirect payment to a Public Official to carry out or expedite the performance of a routine government action. Routine government actions include, but are not limited to, clearing customs, processing visas and scheduling inspections.

“Fraud” means dishonestly obtaining a benefit or causing a loss by dishonest or other improper means.

“Graft” means the misuse of authority for personal gain.

“Guidelines” means the written elaborations on Company policy that provide further information and interpretation for the implementation of policy.

“Guiding Principles” means the principles to which all Company Representatives commit to aligning their behaviours in order to create and deliver a successful Company culture.

“Harassment” means any improper and unwanted behaviour that makes a person feel threatened, intimidated, degraded, humiliated or offended.

“Inclusion” means ensuring that the right conditions are in place so that every person is able to achieve their full potential regardless of personal characteristics, socioeconomic background or personality type.

“Intellectual Property” means rights including, but not limited to, patents, copyrights, and trademarks, with regard to goods and/or services and other materials which bear a direct relation to or are produced, prepared, or collected in consequence of or in the course of the execution of an agreement or contract with the Company.

“Personally Identifiable Information” means any data that could potentially identify a specific individual or any information that could be used to distinguish one person from another and can be used for de-anonymising anonymous data.

“Privacy” means a person’s right to control access to his or her personally identifiable information.

“Prohibited Act” means any offence under any applicable statute in any jurisdiction.

“Public Official” means an elected or appointed executive, administrative, legislative or judicial officer or employee of a country, state, territory, or political subdivision thereof; an officer or employee of a public international organisation; or an officer or employee of a public enterprise or public body, including officers or employees of State owned or controlled entities. In addition, Public Official includes any person who performs a public function or exercises public authority, by employment or contract, for any branch of the national, state, local or municipal government of any country or territory. Public Official also includes employees or officers of political parties as well as candidates for political office.

“Representative” means an Employee or any person who has an independent individual contractual relationship with the Company, whether as a contractor, consultant or agent of the Company. This includes non-executive directors of the board.

“Safeguarding” means action taken by the Company to protect the beneficiaries and communities with which we work, our Representatives and Clients from harm

“Security” means a stock, bond, note or debenture, as well as options, warrants and similar instruments related to such stock, bonds, notes or debentures.

“Sexual Abuse” is any actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

“Sexual Exploitation” means any actual or attempted abuse of position of vulnerability, differential power, or trust, for sexual purposes, including but not limited to, profiting monetarily, socially, or politically from the sexual exploitation of another.

“Sexual Harassment” means unwanted sexual advances, request for sexual favour, verbal or physical conduct or gesture of a sexual nature, or any other behaviour of a sexual nature that might reasonably be expected or be perceived to cause offence or humiliation to another. Any gender can be either a victim or offender.

“Standard Operating Procedures” or “SOPs” are the detailed written descriptions of Business Processes that aim to ensure consistency and quality in process execution.

“Tool” means templates, forms, charts, informational and any other material prescribed for use in conjunction with an element of a Policy, Guideline, Business Process and SOPs.

“Trafficking” means the recruitment, transportation, transfer, harbouring or receipt of persons, by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, the abuse of power or a position of vulnerability or the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purpose of exploitation.

4. Policy

4.1. Integrity and Ethics

4.1.1. General Integrity

The conduct of Business Partners is a direct reflection on the Company and the Company's values and Guiding Principles.

Business Partners are required to:

- Observe and abide by all applicable laws and regulations, including relevant treaty obligations and internal policies, both in the countries where the Business Partner is registered and, if different, in the countries where the Business Partner is doing business;
- Read and comply with all Company Policies, Guidelines, SOPs and Business Processes applicable to Business Partners;
- Conduct business in a truthful, honest, diligent, transparent, and ethical manner;
- Treat Clients, employees, suppliers, consultants, Representatives, communities with which we work and others with whom Business Partners interact, fairly, humanely, and with proper regard for their human rights and obligations;
- Respect cultural differences among Clients, employees, suppliers, consultants, Representatives and others with whom Business Partners interact and conduct themselves in a manner that will not reflect adversely on the Company, its shareholders, Clients, partners, or the wider community; and
- Honour commitments and keep confidences.

4.1.2. Accountability

The Company holds Business Partners accountable for their conduct and expects all Business Partners to adhere to the spirit and letter of this Policy. To ensure compliance with this Policy, the Company asks its Business Partners to:

- Review this Policy and commit to abide by it;
- Ensure that questions about this Policy are addressed promptly and all employees of Business Partners know how to seek guidance about complying with this Policy;
- Ensure that non-compliant conduct is reported through any means including Company email, telephone, or the Company Whistle-blower mechanism as soon as practicable; and
- Report any known or suspected unlawful or unethical conduct related to the Company.

Self-reporting of non-compliance is encouraged.

The Company will investigate any credible report of a violation of this Policy or any unethical or unlawful conduct.

4.1.3. Transparency and Record Keeping

The Company is committed to transparency in all business dealings. The Company maintains a comprehensive system of record keeping. Business Partners must ensure that all official records are

properly identified and maintained according to the Records Management Policy. The records are required to be true and accurate and any intentional misuse, editing, or handling of the official records is prohibited.

4.1.4. Duty of Care

Employees of Business Partners come under the Duty of Care of the Business Partner and the Business Partner must manage risks associated with the performance of work. Unless otherwise indicated, the Company is not responsible for security arrangements, health, or safety of individuals and/or property that is the responsibility of the Business Partner. The Company expects that the Business Partner will hold appropriate levels of insurance to protect their interests and the interests of the Company and Company Representatives.

4.1.5. Tax

Business Partners will comply with all obligations to pay taxes, duties, and charges imposed or levied in the countries in which the Business Partner is registered and in the countries in which the Business Partner is doing business as required by law including all taxes, entitlements, other statutory charges and/or any other amounts payable to personnel in the relevant jurisdiction.

4.1.6. Procurement

Business Partners must follow the principles of fair competition and compete honestly, transparently, and fairly for potential contracts, grants, and other opportunities. Business Partners should always seek to outperform competition in a fair and honest manner and seek competitive advantage through superior performance. Business Partners will not collude with competitors when bidding for contracts and, if collusion is brought to the Company's attention it will be investigated and addressed without delay. Business Partners are required to follow all applicable procurement laws and regulations. In a tender process, Business Partners will, to the best of their ability, provide accurate and truthful information and will not misrepresent their approaches, capabilities, or pricing.

Business Partners must never ask for or receive preferential treatment or special privileges or make use of information they are not authorised to have, including non-public documents or other proprietary data, including information released to the Company under Non-Disclosure Agreements. Business Partners must not take unfair or improper advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of facts, or any other illegal or unethical trade practice. Business Partners will not attempt to influence Public Officials or other Clients with payments, gifts, offers of employment, or otherwise unlawful conduct.

4.1.7. Anticorruption/Bribery/Graft

Business Partners must be committed to honesty, transparency, and fairness and have zero tolerance for Bribery, including making Facilitation Payments or Graft. Business Partners will reject Corruption in all of its forms and comply with the spirit and letter of all applicable anticorruption laws and regulations. Business Partners are required to:

- ❶ Reject Corruption in all of its forms, including Bribery, making Facilitation Payments, Graft or any Prohibited Act;
- ❷ Understand and appreciate that Bribery and Graft are unlawful and therefore strictly prohibited, regardless of jurisdiction or circumstance;
- ❸ Adopt and enforce all policies that prevent Corruption in the conduct of business;
- ❹ Ensure that no Public Official benefits financially or in any other unlawful way from the relationship with the Business Partner (or any Client);

- Operate with an adequate system of internal accounting controls and maintain accurate records that document relevant transactions; and
- Immediately inform the Company, if information is discovered indicating that a Prohibited Act has been committed, has been requested, or otherwise suggested by any person, including a Public Official or private individual, in connection with, in the relationship with, or work for the Company.

Business Partners must not:

- Directly or indirectly, commit or attempt to commit, any Prohibited Act, including Bribery, Graft or making a Facilitation Payment;
- Directly or indirectly, receive a Bribe;
- Use their authority for personal gain; or
- Offer, provide or receive unlawful gifts, benefits, hospitality, advantages, courtesies or entertainment from a Public Official where a reasonable person could interpret the offer, provision or receipt as a Prohibited Act made in connection with the Representative's duties, status or authority.

Hospitality is permitted under specific circumstances. Bona fide hospitality or other business expenditure with the aim of presenting the Business Partner, Company or its products or services, or establishing cordial relations is permitted. However, hospitality or promotional expenditure can be misinterpreted as Bribery and Business Partners must keep in mind appearances and perceptions and not offer hospitality where it could be mistaken to have the intention of influencing a Public Official to secure a business advantage, to perform a function improperly, or to expedite the performance of a routine government action.

Receipt and provision of gifts, benefits or entertainment must be notified on relevant registers kept for that purpose in accordance with a relevant Business Process.

4.1.8. Intellectual Property

Unless otherwise specified, all Intellectual Property developed in the course of the business relationship between the Company and the Business Partner remains the property of the Company or, where contractually specified, the property of its Clients.

Business Partners are required to comply with all applicable laws, rules and regulations Company policies and procedures and contractual policies and procedures of Clients covering Intellectual Property rights.

4.1.9. Scientific integrity

The Company is committed to the highest standards of scientific integrity when performing any science-based and research-oriented work. These include ensuring that research and science-based work is grounded in documented approaches, is supported by validated data and information, and that results and conclusions are independent and unbiased.

Business Partners are required to ensure that there are no actual or perceived Conflicts of Interest that might bias work they are undertaking or otherwise call into question the validity or accuracy of their work. Business Partners will not falsify, fabricate, or misrepresent data or results, even if pressured to do so by internal or external sources. Due credit must be given when the work is not the Business Partner's own. If the Business Partner is involved in any research work involving human subjects, then it must follow the highest standards, ethical considerations, laws, rules and regulations applicable and take great care to interact with any human subjects with empathy and respect.

4.1.10. Fraud/waste/abuse

The Company does not tolerate fraudulent activity, waste of Company or Client resources, or abuse of authority by Business Partners. Business Partners are required to prevent, detect, and report Fraud, waste, abuse, or any other Prohibited Acts about which they know or reasonably should have known. The Company Whistle-blower mechanism is available to report confirmed or suspected violations and Business Partners and their employees are expected to cooperate fully if and when investigations are undertaken.

4.1.11. Conflicts of Interest

The Company believes in open and transparent business dealings. Business Partners must separate their own personal interests from those of the business transaction with the Company. Conflict of Interest arises when, for example, a Business Partner, their employee or any member of his or her immediate family, his or her partner, an organisation that employs or is about to employ any of the above, has a financial or other interest in, or will receive a tangible personal benefit from, an action taken by the Business Partner. Actual or potential Conflicts of Interest must be reported immediately to the Company so that action can be taken to manage and mitigate the Conflict of Interest, including but not limited to the exclusion of the Business Partner from any relevant decisions.

Sexual relationships between Business Partners, their employees and/or with others connected with the Company's projects or suppliers may be a Conflict of Interest and are strongly discouraged. Accordingly, any and all such relationships must be disclosed to the Company.

In the event that a Business Partner is subject to codes or rules of conduct other than those contained in the Company Policies, Guidelines, SOPs or Business Processes (such as other professional codes), and a conflict arises between these codes, it is the Business Partner's responsibility to bring the conflict to the attention of the Company for resolution.

4.2. Privacy and Information Protection

4.2.1. Privacy Protection, Responsibilities and Expectations

The Company's Privacy Policy sets out the details of the collection, storage, use, disclosure, access to, and correction of Personally Identifiable Information by the Company.

Protecting sensitive and Personally Identifiable Information and preventing its misuse are essential to ensure that the Company maintains the highest standards of professional conduct, including complying with data protection legislation wherever the Company carries out its business. Business Partners, Clients and beneficiaries have a right to be protected against unwarranted infringement of their privacy resulting from the collection, maintenance, use and dissemination of their personal information. The Company is dedicated to the protection of the information we hold and to the prevention of actions that could result in harm, embarrassment, inconvenience or unfairness to anyone with whom or with which the Company has a relationship.

All Business Partners are responsible for protecting sensitive and Personally Identifiable Information from unauthorised exposure and reducing the volume and types of Personally Identifiable Information to only that which is necessary for business functions. Business Partners must protect the Personally Identifiable Information they collect, handle, maintain and transmit and they must use proper collection, storage, transmission and disposal methods. Further, Business Partners must not access Personally Identifiable Information they do not need to complete their job functions and must not disclose Personally Identifiable Information to unauthorised parties.

Failure to protect Personally Identifiable Information may result in immediate termination of all business relationships with the Company. All Business Partners are obligated to notify the Company if they discover any actual or potential privacy breaches.

Users of Company information systems have no reasonable expectation of privacy. This means that any information transiting or stored on a Company system can be monitored, intercepted, searched and seized by the Company. Further, any information transiting or stored on a Company system may be disclosed or used for any lawful governmental purpose including law enforcement, public health or security purposes.

4.2.2. Access to and Protection of Information

In the performance of their duties, Business Partners may be granted access to many sources of information, confidential or otherwise. Any information provided as part of a Business Partner's duties or any information to which the Business Partner has access must be used only for official purposes. Business Partners will not make any unauthorised, improper, or unlawful use of any information made available to them in the performance of their duties. Further, Business Partners will not access information without an official purpose related to the performance of their duties.

4.2.3. Access to and Protection of Resources

In the performance of their duties, Business Partners must also protect Company resources. Business Partners are expected to:

- ☐ Use or manage both human and material resources efficiently and effectively;
- ☐ Avoid waste, misuse, and abuse of Company resources and conserve and protect Company assets;
- ☐ Ensure that all facilities, physical resources, and other property belonging to or leased by the Company are given due care and maintenance; and
- ☐ Budget honestly.

The Company reserves the right to immediately terminate any business relationships for violations relating to access to and protection of information and misuse of Company resources.

4.2.4. Information Communication Technology Systems Use

All Company information communication technology systems, including email and any connected computer communications network, server, individual computer workstation, laptop, or Smartphone may only be used for business purposes, subject to the following. The Company will permit limited personal use of the information technology systems as long as the personal use does not interfere with the Business Partner's work or incur an unreasonable expense to the Company. Business Partner use of information technology systems is a business privilege and, as such, the Company reserves the right to immediately terminate any business relationship for violations relating to use of the information technology systems.

The following are some examples of unacceptable and, therefore, prohibited actions involving the Company information technology systems. Actions include, but are not limited to:

- ☐ Excessive use of Company information technology systems for personal use;
- ☐ Intentionally inefficient or wasteful use of Company assets or resources;
- ☐ Unauthorised access or use of any information technology system;
- ☐ Intentional disruption of the Company's internet service, a third party's internet service, and/or the global internet;
- ☐ Compromising or damaging the integrity of or misusing any host/server information technology assets or resources;
- ☐ Compromising the privacy of any Company or third party users;

- ❉ Violating information rules, regulations or policies in the jurisdiction in which the Business Partner is registered or performing work;
- ❉ Compromising corporate proprietary or otherwise sensitive information; and
- ❉ Using information communication technology systems to violate corporate policies or procedures, including sending or forwarding emails that violate any of the Company's policies.

Although the Company has software to detect known viruses, Business Partners must be aware that pirated software, email or basic internet use can introduce viruses into their computer, the corporate network and broader information technology systems. Caution should be used when opening emails and files from unknown senders and downloading content from the internet.

Business Partners who are unsure of their obligations in relation to any aspect of information communication technology system use in the workplace should contact the Company for advice and assistance.

4.3. Respectful Workplace

The Company supports Diversity and Inclusion and is committed to nurturing a positive workplace environment in which all Representatives and Business Partners are treated with respect and dignity. We foster a culture that is diverse, inclusive and respectful. The Company encourages a workplace free of Discrimination.

All Business Partners are expected to demonstrate professional and respectful behaviours in the workplace, at Company events, and/or under any circumstances when representing the Company. This includes business travel and time spent at Company related social events, whether held on or off Company premises and whether during or outside working hours.

Discrimination, Harassment and Bullying, in any form, are unacceptable. Business Partners are expected to adhere to the requirements of this Code of Conduct and to proactively report on Discrimination, Harassment, Bullying or other breaches of the Company's policy.

Management of poor performance or poor conduct does not constitute Discrimination, Harassment or Bullying when it is conducted in accordance with the relevant Company Guidelines.

4.3.1. Anti-Discrimination

The Company values Diversity and employs and partners with individuals and organisations from a diverse range of backgrounds, cultures and races. The Company is committed to an open, inclusive and Discrimination-free workplace.

The Company is dedicated to promoting an accessible and inclusive workplace where all reasonable accessibility requirements and requests will be considered and, where reasonably possible, accommodated.

Business Partners must not engage in any Discrimination including, but not limited to, the following:

- ❉ Refusing to hire or promote Representatives on the basis of any personal characteristics that are not relevant to the requirements of the role;
- ❉ Terminating Representatives on the basis of any irrelevant personal characteristics;
- ❉ Refusing to provide reasonable accommodations for those Representatives with disabilities; and
- ❉ Refusing to excuse Representatives for documented, medically necessary appointments related to a personal characteristic.

4.3.2. Anti-Harassment

Harassment of any kind is unacceptable and is not tolerated inside or outside of the workplace. It can include a one-off incident or a series of incidents. Business Partners must not engage in any form of Harassment.

4.3.3. Anti-Bullying

Bullying is unacceptable and is not tolerated inside or outside of the workplace, or inside or outside working hours, when the parties involved are also colleagues or Business Partners.

4.3.4. Grievances

The Company encourages an open environment in which all Business Partners can raise their work-related concerns, complaints or grievances fairly, honestly and responsibly. The Company acknowledges that to achieve a fair, equitable and productive work environment, there must be a transparent and consistent process for resolving grievances. The Company aims, as far as practicable, to achieve a fair and prompt resolution to individual grievances raised by Business Partners in the course of their employment or interaction with the Company.

4.4. Safeguarding

The Company commits to work with internal and external stakeholders to protect the safety and welfare of the beneficiaries and communities with which we work, our Representatives, and our Clients. We foster a culture of Safeguarding at all times and support those who have experienced abuse.

4.4.1. Child Protection

The Company is committed to upholding the values and purpose of the UN Convention on the Rights of the Child, which requires that Children will be protected from performing any work that is likely to be hazardous, interfere with a Child's education, or is harmful to a Child's physical, mental, spiritual, moral or social health. Regardless of the jurisdiction in which the Business Partner is registered or doing business, these activities are prohibited.

The Company has a zero tolerance of Child abuse and expects the same commitment to Child protection from Business Partners. Specifically, Business Partners will:

- 🕒 Establish and maintain an environment that promotes and enables Children's participation and is welcoming, culturally safe and inclusive for all Children and their families;
- 🕒 Involve Children in making decisions about activities, policies and processes that concern them, wherever possible;
- 🕒 Treat Children and their families with respect and value their ideas and opinions regardless of race, colour, gender, sexual orientation or identity, physical or mental health, language, religion, political or other opinion, national, ethnic or social origin, property, birth, or other protected and/or irrelevant characteristic;
- 🕒 Whenever possible, ensure that another adult is present when working in the proximity of Children;
- 🕒 Use any computers, mobile phones, video and digital cameras, personal electronic devices, and social media appropriately, and never to exploit or harass Children or to access Child exploitation material through any medium;
- 🕒 Refrain from physical punishment or physical discipline of Children;

- Refrain from hiring Children for domestic or other labour;
- Comply with all applicable laws, rules, and regulations concerning Child protection, including laws in relation to Child labour;
- Respond to any concerns or complaints of Child abuse in line with the complaints handling procedure; and
- Immediately disclose to the Company all charges, convictions and other outcomes of any offences that relate to Child exploitation and abuse, including (in countries where this is applicable) those under traditional or customary law.

Business Partners will not:

- Use language or behaviour towards Children (including via online communication) that is inappropriate, harassing, abusive, sexually provocative, demeaning, or culturally inappropriate;
- Engage in any activity that is likely to physically, sexually or emotionally harm a Child;
- Engage Children in any form of sexual activity. Mistaken belief in the age of a person is not a defence;
- Arrange personal contact, including online contact, with Children associated with the Company's project or activity for a purpose unrelated to that project or activity;
- Invite unaccompanied Children into the Representative's home or place of residence;
- Be alone with a Child unnecessarily or sleep close to unsupervised Children;
- Supply alcohol or controlled drugs to Children except medications under an approved administration of medication plan;
- Work with Children while under the influence of alcohol or prohibited drugs;
- Disclose personal or sensitive information about a Child, including images of a Child, unless the Child and their parent or legal guardian consent, or unless required to by the Company policy and procedure on reporting; and
- Ignore or disregard any suspected or disclosed Child harm or abuse.

When photographing or filming a Child for work-related purposes, Business Partners will:

- Assess and endeavour to comply with local traditions or restrictions for reproducing personal images before photographing or filming a Child;
- Explain how the photograph or film will be used and obtain consent from the child's parent or legal guardian before photographing or filming a Child;
- Ensure photographs and films however recorded and stored present Children in a dignified and respectful manner and not in a vulnerable or submissive manner;
- Ensure that Children are adequately clothed and not in poses that could be seen as sexually suggestive;
- Ensure images are honest representations of the context and the facts; and
- Ensure that physical and electronic labels of photographs and films do not reveal identifying information about a Child.

It is the responsibility of Business Partners to use common sense and good judgment to avoid actions and behaviours that could be construed as Child abuse.

Business Partners are required to report concerns or allegations of Child abuse, or other conduct inconsistent with this Policy, to the Company through any means including Company email, telephone, or the Whistle-blower mechanism.

4.4.2. Prevention of Sexual Exploitation, Abuse and Harassment

Sexual Exploitation, Sexual Abuse, and Sexual Harassment are unacceptable and prohibited conduct for all Business Partners. For example, it is prohibited for Business Partners to engage in:

- ❶ Any act of sexually humiliating, degrading or exploitative behaviour;
- ❷ Any type of sexual activity with Children. Mistaken belief in the age of a person is not a defence;
- ❸ Exchange money, employment, goods or services for sex regardless of whether or not this is illegal in the relevant country;

All Business Partners must encourage an environment that prevents Sexual Exploitation, Abuse and Harassment. Managers at all levels have responsibilities to support and develop systems which maintain this environment. All Business Partners must report any concerns regarding Sexual Exploitation, Abuse, and Harassment through established reporting mechanisms.

4.5. Environment, Health and Safety

4.5.1. Sustainability and the Environment

Business Partners will engage in environmentally sustainable development, promote conservation and sustainable use of natural resources, conservation of bio-diversity and heritage sites and disaster risk reduction planning, ensuring Compliance with environmental protection legislation in the countries where the Business Partner is registered and the countries where the Business Partner works.

4.5.2. Health and Safety

Business Partners will provide a safe working environment that protects the health and wellbeing of their employees. The Business Partner will comply with all work health and safety legislative requirements and, in doing so, focuses on actions to prevent harm and ensure reasonable care of all employees.

4.5.3. Anti-Narcotics and Drug-Free Workplaces

The Business Partner will maintain a drug-free workplaces and not tolerate the manufacture, sale, transportation, distribution, possession, or use of any drug or narcotic substance deemed to be illegal in the countries in which the Business Partner is registered or is performing work. The Business Partner will use its best efforts to ensure that payments provided to or by the Business Partner do not provide direct or indirect support or resources to entities and individuals involved in drug trafficking.

4.5.4. Antipersonnel Mines

The Company does not do business with Business Partners who are engaged in the sale or manufacture of antipersonnel mines or components used in the manufacture of such mines. The Business Partner confirms that it is not involved in the sale or manufacture of these items.

4.6. International Governance

4.6.1. Political Activity

The Company respects and supports Business Partner's rights to engage in civil society in their personal capacity. Business Partners are free to engage in political activity in their country of citizenship providing that their involvement is not in conflict with their obligations to the Company or is during work hours and does not use Company resources. Business Partners who engage in political activity are prohibited from representing that the Company endorses or is in any way associated with their political activity of other political activities of any type.

4.6.2. Human Trafficking

The Company does not tolerate or condone the transportation, sale or otherwise Trafficking of human beings for profit or otherwise. Regardless of the jurisdiction in which the Business Partner is registered or doing business, these activities are prohibited.

Business Partners will prohibit transactions with, and the provision of resources and support to, individuals and organisations associated with human Trafficking. Further, Business Partners must not:

- ☉ Engage in any form of Trafficking in persons;
- ☉ Procure a Commercial Sex Act; or
- ☉ Use forced labour in the performance of any work.

4.6.3. Terrorism

The Company does not tolerate or condone the engagement, directly or indirectly, in terrorism or in the financing of or support to terrorists. Further, the Business Partner must use its best efforts to ensure that payments provided to or by the Business Partner do not provide direct or indirect support or resources to entities and individuals involved in terrorism. Transactions with, and the provision of resources and support to, individuals and organisations associated with terrorism are prohibited.

4.6.4. Sanctions

The Company expects Business Partners to abide by the sanctions put in place by the international community including but not limited to the United Nations, the European Union, the United States Office of Foreign Asset Control, the United Kingdom Foreign and Commonwealth Office, and the Australian Department of Foreign Affairs and Trade.

The Company expects Business Partners to abide by sanctions related, but not limited to:

- ☉ Counter Narcotics Trafficking;
- ☉ Counter Terrorism;
- ☉ Non-Proliferation;
- ☉ Rough Diamond Trade Controls; and
- ☉ Transnational Criminal Organisations.

Updated sanctions lists can be found here:

<http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>

<https://www.gov.uk/sanctions-embargoes-and-restrictions>

<http://hmt-sanctions.s3.amazonaws.com/sanctionsconlist.htm>

<http://www.un.org/sc/committees/consolidated.htm>

<http://dfat.gov.au/international-relations/security/sanctions/Pages/consolidated-list.aspx>

5. Duty to Comply

It is the responsibility of each Business Partner to comply fully with this Policy. Failure to comply may result in immediate termination of any business relationship or other appropriate action.

6. Reporting

Business Partners are required to report violations of this Policy to the Company or through the Company's Whistle-blower mechanism.

International Anti-Corruption Questionnaire

Please complete and sign this form and provide it to your Palladium Contact. To the extent permitted by law, all information provided in the form will be held in confidence and not disclosed to any third parties without prior notice and approval.

Section 1 – Company Information		
Company Name	Company Web Site	
Address		
Name of Representative Signing this Questionnaire	Title	
Address		
Telephone	Fax	E-mail
Business Type: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> LLC <input type="checkbox"/> Other (explain):		
Place of Incorporation (or equivalent registration)	Commercial Registration Number	Date of Establishment Number of Employees

Section 2 - Questionnaire

Please attach additional pages as needed to provide a complete response to each question.

1. Project Information

- a. Please describe the nature of the project being considered (the “Project”) and the role and responsibilities of your company (the “Company”) for the Project:
- b. Please provide a short description of the Company and its qualifications for the proposed Project:
- c. Has the Company conducted business previously with Palladium or any of its subsidiaries? If yes, please describe, including time frame and contact information.
- d. Will the Company receive any fee, reimbursement, or other compensation from Palladium in connection with the Project? No Yes. If Yes, please explain in detail:

2. Company Ownership & Management

- a. Are the securities of the Company traded publicly? No Yes. If Yes, identify the exchange(s) where traded:

- b. Identify the owner(s)/shareholder(s) of the Company and the nationality and percentage interest held by each. Provide the address, business, and employment background of each owner on a separate page attached to this Questionnaire. Also attach an organization chart showing the Company's relationship to any parent and/or subsidiary.

Notes: (i) If ownership is held in whole or in part by an entity, identify the owners, the percentage held by each, and the form of organization and governing jurisdiction of that owning entity (and similarly for any higher-tier owning entities) so that ultimate ownership is specified. (ii) If you answered yes to question 2.a. above, the list of owners/shareholders need only refer to persons directly or indirectly holding an ownership interest greater than 5% of any class of the Company's securities.

Owner(s)/Shareholder(s)	Nationality	% Ownership

- c. Please identify the principal officers of the Company, the nationality and employment background of each:

Names/Titles of Principal Officers	Nationality	Employment Background

3. Governmental Connections of the Company *(With respect to a country with a royal family, members of the royal family are to be considered government or public officials in responding to this section.)*

- a. Is the Company owned or controlled by any government or government-owned or controlled company ("instrumentality")?
 No Yes. If Yes, describe the governmental ownership and/or controlling interest:
- b. Does the government or Royal Family subsidize the Company? No Yes. If Yes, describe:
- c. Is any owner, director, officer, employee, or other representative of the Company a current or former official or employee of the government of the country or any agency, military branch, or instrumentality thereof (including a government-owned or government-controlled company)? No Yes. If Yes, identify each person, his/her last date of employment, and government department, agency or instrumentality:

- d. Is any owner, director, officer, employee, or other representative of the Company an official of any political party or candidate for political office? No Yes. If Yes, explain in detail:

- e. Does or will the Company or any owner, director, officer, employee, or other representative of the Company have any family (by blood or marriage) or business relationship with any official or employee of the government of the country or any agency, military branch, or instrumentality thereof (including a government-owned company)? No Yes. If Yes, explain each relationship:

- f. Does or will any government or public official or employee or any official of any political party or candidate for political office have any interest in, or receive any benefit from, the proposed Project? No Yes. If Yes, explain in detail:

- g. During the past five years, has the Company provided monetary or other contributions to any government or public official, political party, political campaign, or government department, agency, or instrumentality? No Yes. If Yes, explain in detail, including the recipient, date, amount, and nature of the contribution:

- h. During the past five years, has the Company provided hospitality to any government or public official, including meals, entertainment, transportation, hotels, gifts, etc.? No Yes. If Yes, explain in detail:

- h. During the past five years, has the Company provided any facilitating or expediting payments to any government or public official, department, agency, or instrumentality? No Yes. If Yes, explain in detail, including the name of the recipient, date, amount, and nature of the payment:

- i. Is the Company aware of any other relationships, connections, or ties to any government or public official or employee or any official of any political party or candidate for political office such that execution of the Project could be expected to affect the award of business to Palladium or affect the evaluation, payment approval, or other aspect of the administration of any Palladium business with the government of the country? No Yes. If Yes, explain in detail:

4. Allegations and Legal Proceedings

- a. During the past five years, has the Company, any affiliate (any entity controlling, controlled by, or under common control with the Company), any predecessor entity or affiliate of the Company, or any present or former owner, director, officer, or key employee been the subject of any allegations of fraud, misrepresentation, bribery, or other similar activity in the media or other forum?
 No Yes. If Yes, please explain in detail:

- b. Has the Company, any affiliate (as defined above), any predecessor entity or affiliate of the Company, any present or former owner, director, officer, or key employee ever been debarred, suspended, or otherwise restricted from doing business with any government or been notified that such action is pending? No Yes. If Yes, please explain in detail:

- c. Has the Company, any affiliate (as defined above), any predecessor entity or affiliate of the Company, or any present or former owner, director, officer, or management representative ever been charged with a criminal act or been the subject of a civil or criminal investigation or any other proceeding involving an allegation of fraud, misrepresentation, bribery, or other similar activity?
 No Yes. If Yes, explain in detail:

- d. During the past ten years, has the Company, any affiliate (as defined above), any predecessor entity or affiliate of the Company, or any present or former owner, director, officer, or management representative had a criminal conviction? No Yes. If Yes, explain in detail:

- e. Does the Company have any pending material legal proceeding or have any pending proceeding in bankruptcy or insolvency? No Yes. If Yes, explain in detail including identification of the jurisdiction and case number of any proceeding:

5. Representative, Consultant, or Agent Practices

- a. Does the Company have currently or has it had within the past three years a sales representative, consultant, or agent of any kind entitled to a commission or other fee or payment with respect to the Company's business or activities in the country? No Yes. If Yes, provide complete details of all such person(s) and the associated business arrangement(s):
- b. Does the Company intend to use a sales representative, consultant, or agent of any kind in connection with the proposed Project? No Yes. If Yes, provide complete details of all such third parties and the associated business arrangements, including any intermediation between the sales representative, consultant, or agent and any governmental or public official or entity on behalf of this proposed Project:
- c. Does the Company require anti-corruption training of its consultants and, if so, how often? No Yes.

6. Company Policies and Procedures

- a. Does the Company require anti-corruption training of its employees and, if so, how often? No Yes.
- b. Does the Company have a Code of Ethics, Code of Business Conduct, or similar policy? No Yes. If Yes, please provide a copy.
- c. Does the Company have any policy or procedure regarding investigation or the performance of anti-corruption due diligence prior to the engagement of sales representatives, consultants, or other agents? No Yes. If Yes, please provide a copy.
- d. Does the Company have any policy or procedure regarding the giving of gifts, business courtesies, gratuities, or hospitality to commercial relations and government or public officials, by Company personnel or its consultants, representatives, or agents? No Yes. If Yes, please provide a copy.
- e. Does the Company have any policy or procedure regarding compliance with laws prohibiting bribery or corruption of commercial enterprises and public officials? No Yes. If Yes, please provide a copy.
- f. Does the Company have any policy or procedure regarding facilitating or expediting payments to government or public officials, departments, agencies, or instrumentalities? No Yes. If Yes, please provide a copy.
- g. Does the Company have any policy or procedure regarding the management and protection of proprietary information of others? No Yes. If Yes, explain in detail or provide a copy:
- h. Does the Company have any policy or procedure regarding the management and protection of information and goods with respect to which military or security classifications apply and/or with respect to which national or international export controls apply? No Yes. If Yes, explain in detail or provide a copy:
- i. Does the Company conduct any audits, assessments, or other reviews of its compliance with these policies and procedures? No Yes. If Yes, explain in detail:
- j. Does the Company have an implemented a GAAP compliant accounting system or an equivalently-rated system (e.g., IFRS)? No Yes. If No, describe the Company's accounting system:

- k. Does the Company undergo periodic audits by a third party or outside accounting/audit firm?
 No Yes. If Yes, describe the frequency and the auditing party:
- l. Does the Company require its employees and agents to provide itemized invoices and receipts in order to be reimbursed for all expenses, including hospitality and entertainment? No Yes. If No, provide a brief explanation:
- m. Are cash payments permitted by the Company? No Yes. If Yes, describe under what conditions and controls:

Section 3 – Certification

Please number consecutively and initial any additional pages. Additional pages should reference the information provided to the corresponding number and letter on this Questionnaire.

How many additional pages are attached containing responses to any of the items above? _____

The Company representative signing below represents that he or she is authorized to sign this Questionnaire on behalf of the Company and that Palladium may rely upon a scanned or faxed signature as binding upon the Company.

The Company understands that Palladium will rely on the above information and other business information provided by the Company in determining whether to enter into an agreement with the Company regarding the Project (as it may change from time to time), and that, in addition to any other remedies that may be available, any false or misleading information provided by the Company shall be grounds for the immediate termination of any such agreement.

The Company agrees to immediately notify Palladium of any change of status regarding any information provided in Section 2, items 2 – 6 above.

Company Name	
Signature	
Name	
Title	Date

Past Performance Reference Details

Instructions: please provide details of the two references for past performance described in the Technical Proposal. Please note that Palladium may contact references directly for information on a contractor's past performance.

Contract Number:
Contractor (Name and Address):
Type of Contract: <input type="checkbox"/> Fixed Price <input type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Hybrid <input type="checkbox"/> Time & Materials / Labor Hour <input type="checkbox"/> Other (explain)
Complexity of Work: <input type="checkbox"/> Difficult <input type="checkbox"/> Routine
Description, location, and relevancy of work: Location: Description: Relevancy to Solicitation
Contract Value:
Status: <input type="checkbox"/> Active <input type="checkbox"/> Completed
Date of Award:
Contract Completion Date (including extensions):
Type and Extent of Subcontracting (if applicable):
Name, Address, Telephone Number, and E-mail Address of the Procuring Officer and/or the Technical Representative (and other references if applicable):



**FIXED PRICE SERVICES CONTRACT (2 C.F.R. 200.22)
UNDER USAID COOPERATIVE AGREEMENT
("Contract")
ISSUED PURSUANT TO 2 C.F.R. 200.317-326**

Commented [MN1]:
Contractual templates must be customized and approved by C&C before use.

Review your client agreements and all modifications for mandatory flowdown requirements that apply to CONTRACTS. Add these clauses to this agreement using track changes. Submit to C&C for review and approval before use.

COVER SHEET

Company Name ("Company")	Palladium International, LLC
Company Country	United States of America
Address	1331 Pennsylvania Ave NW, Suite 600, Washington, D.C. 20004
Company Technical Representative Name and Title	
Company's Technical Representative Email	
Company Contracting Representative Name and Title	Olga Wall, Chief of Compliance & Contract Administration
Company's Contracting Representative Email	Olga.Wall@thepalladiumgroup.com
Company Contracting Representative Name and Title (Alt)	Nicholas Monahan, Manager, Contracts & Grants
Company's Contracting Representative Email (Alt)	Nicholas.Monahan@thepalladiumgroup.com
Contractor's Name ("Contractor")	
Contractor's DUNS Number	
Address	
Contractor's Technical Representative Name and Title	
Contractor's Technical Representative Email	
Contractor's Contracting Representative Name and Title	
Contractor's Contracting Representative Email	
Project Name ("Project")	
Contract Number:	
Client ("Client")	
Prime Agreement/Grant date and parties ("Prime Agreement")	
Prime Agreement Currency	
Effective Date of this Contract ("Effective Date")	
Term ("Term")	
Contract Total Amount & Type:	Firm Fixed Price Performance Based [INSERT CEILING]
Country of Performance ("Cooperating Country")	
Jurisdiction ("Jurisdiction")	District of Columbia, United States of America
Contract Currency ("Contract Currency")	
Records Retention Period ("Records Retention Period")	3 years after final payment and release
Payment by:	Wire Transfer/Check

Palladium International, LLC

This Contract is governed by the laws of the Jurisdiction and the Parties submit to the jurisdiction of the courts of such place. This Contract constitutes the entire agreement between the Parties. Any prior understanding, representation or warranty of any kind preceding the date of this Contract is hereby superseded by this Contract.

Signed for the
Company:

Signed for the
Contractor:

Name:

Name:

Title/Role:

Title/Role:

Date:

Date:

Prime Award Number:
Contractor Name:
Contract Number:

GENERAL TERMS AND CONDITIONS

This Contract is made between **Palladium International, LLC** (the "Company"), a Limited Liability Company incorporated under the laws of the State of Delaware, United States of America, and **[INSERT NAME OF COMPANY]** (hereinafter called "the Contractor") **[INSERT TYPE OF COMPANY, E.G. LIMITED LIABILITY CORPORATION OR NON-PROFIT ORGANIZATIONS]**, incorporated under the laws of **[INSERT STATE AND COUNTRY]**.

The Contract is in full force as of the first day of the Effective Date between the Company and the Contractor. The Company and the Contractor are collectively referred to as "the Parties".

Now, therefore, in consideration of the promises and of the mutual covenants and agreements contained herein, and intending to be legally bound, the parties hereby agree to the following terms and conditions of this Contract:

1. BACKGROUND: PERIOD OF PERFORMANCE/TERM OF ENGAGEMENT

- (a) The Company is an international development company that provides technical assistance and management consulting.
- (b) The Contractor has represented that it has the necessary expertise and skills to assist the Company.
- (c) Based on the Contractor's representations, the Company has decided to engage the Contractor to provide non-commercial goods/services to the Company, as described in Article 2, **Description of Deliverables** ("Deliverables").
- (d) The Contractor has agreed to provide the Deliverables as defined in this Contract for the consideration and on the terms and conditions contained in this Contract.

2. DESCRIPTION OF DELIVERABLES

Refer to **ANNEX A** for complete details.

3. PRICES, INVOICING AND PAYMENT

Refer to **ANNEX B** for completed details.

Invoicing under this firm fixed price performance-based services Contract is dependent on the subcontractor reaching the deliverables as outlined in **Annex A**. The Contractor is eligible to submit invoices according to the schedule of specific milestones as outlined in **Annex B**.

Invoices will be paid once supporting documentation verifying the milestone is approved by the representatives of the Company as outlined in **Annex B**. Total invoices cannot exceed the ceiling value of the contract: **[INSERT CEILING]**

The Contract Price is all-inclusive and shall not be subject to adjustment based on Contractor's cost experience, or for any other reason (unless and only to the extent otherwise expressly provided in this Contract). Unless otherwise expressly stated in any other provision of the Contract (or as may be reasonably agreed on a case-by-case basis and effected by the parties in an amendment), all costs, fees, direct and indirect costs, wages, fringe and other benefits, social charges, allowances, differentials, inspections and tests, audits, insurances, taxes, and service, labor and other charges, as well as all effort and risks of whatever nature and amount relating to or resulting from performing the Contract, whether by Contractor itself or third parties, shall be deemed to be included in the Contract Price(s).

4. CHANGES

- (a) Company may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

Prime Award Number:
Contractor Name:
Contract Number:

- (i) Description of services to be performed.
 - (ii) Time of performance (i.e. hours of the day, days of the week, etc.),
 - (iii) Place of performance of the services.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Company shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
- (c) The Contractor must assert its right to an adjustment under this clause within 10 days from the date of receipt of the written order.
- (d) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

5. ACCEPTANCE OF AGREEMENT/TERMS AND CONDITIONS

- (a) This Contract integrates, merges, and supersedes any prior offers, negotiations, and agreements concerning the subject matter hereof and constitutes the entire agreement between the parties.
- (b) Contractor's acknowledgment, acceptance of payment, or commencement of performance shall constitute Contractor's unqualified acceptance of this Contract.
- (c) Unless expressly accepted in writing by Company, additional or differing terms or conditions proposed by Contractor or included in Contractor's acknowledgment are objected to by Company and have no effect.
- (d) The headings used in this Contract are inserted for the convenience of the parties and shall not define, limit, or describe the scope or the intent of the provisions of this Contract.

6. APPLICABLE LAWS

- (a) This Contract and any matter arising out of or related to this Contract shall be governed by the laws of the Jurisdiction identified on the Cover Page of this Contract.
- (b) Contractor, in the performance of this Contract, shall comply with all applicable local, state, and federal laws, orders, rules, regulations, and ordinances. Contractor shall procure all licenses/permits and pay all fees and other required charges and shall comply with all applicable guidelines and directives of any local, state, and/or federal governmental authority. Contractor, at its expense, shall provide reasonable cooperation to Company in conducting any investigation regarding the nature and scope of any failure by Contractor or its personnel to comply with applicable local, state, and federal laws, orders, rules, regulations, and ordinances that may affect the performance of Contractor's obligations under this Contract.
- (c)
 - 1) To the extent (i) Company's contract price or fee is reduced; (ii) Company's costs are determined to be unallowable; (iii) any fines, penalties or interest are assessed on Company; or (iv) Company incurs any other costs or damages; in each case as a result of any violation of applicable laws, orders, rules, regulations, or ordinances by Contractor, its officers, employees, agents, suppliers, or subcontractors at any tier, Company may proceed as provided for in (3) below.
 - 2) **Upon the occurrence of any of the circumstances, other than withholdings, identified in paragraphs (1) above, Company may make a reduction of corresponding amounts (in whole or in part) in the price of this Contract or any other contract with Contractor, and/or may demand payment (in whole or in part) of the corresponding amounts. Contractor shall promptly pay amounts so demanded. In the case of withholding(s), Company may withhold the same amount from Contractor under this Contract.**
- (d) Contractor shall be responsible for compliance with all requirements and obligations relating to its employees under all local, state, and federal statutes, ordinances, rules and obligations including, but not limited to,

employer's obligations under laws relating to: income tax withholding and reporting; civil rights; equal employment opportunity; discrimination on the basis of age, sex, race, color, religion, disability, national origin, or veteran status; overtime; minimum wage; social security contribution and withholding; unemployment insurance; employer's liability insurance; worker's compensation; veteran's rights; and all other employment, labor or benefits related laws.

- (e) Contractor shall notify Company promptly in writing if a charge of noncompliance with any law addressing occupational health and safety or protection of the environment has been filed against Contractor in connection with the performance of this Contract.

7. ASSIGNMENT

Any assignment of Contractor's Contract rights or delegation of Contractor's duties shall be void, unless prior written consent is given by Company. Nevertheless, Contractor may assign rights to be paid amounts due, or to become due, to a financing institution if Company is promptly furnished a signed copy of such assignment reasonably in advance of the due date for payment of any such amounts. Amounts assigned shall be subject to setoff or recoupment for any present or future claims of Company against Contractor. Company shall have the right to make settlements and/or adjustments in price without notice to any assignee financing institution.

8. CHANGE IN CONTROL OF CONTRACTOR

Prior to a potential change of control of Contractor and at least ninety (90) days prior to the proposed effectiveness of such change of control, Contractor will promptly notify Company in writing thereof, and provide the identity of the potential new controlling party and information on such party and the transaction as Company may request, consistent with applicable law and confidentiality restrictions.

9. COMMUNICATION WITH COMPANY'S CUSTOMER

Contractor shall not communicate with Company's Client or higher tier Client in connection with this Contract, except as expressly permitted by Company in writing. This clause does not prohibit Contractor from communicating with the U.S. Government with respect to (1) matters Contractor is required by law or regulation to communicate to the Government, (2) fraud, waste, or abuse communicated to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information, (3) any matter for which this Contract, including any U.S. Government flow down clauses included in this Contract, provides for direct communication by Contractor to the Government, or (4) any material matter pertaining to payment or utilization.

10. CONTRACT DIRECTION

- (a) Only the Company Contracting Representative has authority on behalf of Company to make changes to this Contract. All amendments must be identified as such in writing and executed by the parties.
- (b) Company's technical personnel may from time to time render assistance or give technical advice or discuss or effect an exchange of information with Contractor's personnel concerning the Work hereunder. No such action shall be deemed to be a change under the "Changes" clause of this Contract and shall not be the basis for equitable adjustment.
- (c) Except as otherwise provided herein, all notices to be furnished by Contractor shall be in writing and sent to the Company Contracting Representative.

11. [RESERVED]

12. DEFINITIONS

- (a) The following terms shall have the meanings set forth below:

Prime Award Number:
Contractor Name:
Contract Number:

"Contract" means the instrument of contracting, such as "Purchase Order", "PO", "Contract", or other such type designation, including these General Provisions, all referenced documents, exhibits and attachments. If these terms and conditions are incorporated into a "master" agreement that provides for releases, (in the form of a Purchase Order or other such document) the term "Contract" shall also mean the Release document for the Work to be performed.

"Company" means the party identified as such on the Cover Page of this Contract.

"Company Procurement Representative" means a person authorized by Company's cognizant procurement organization to administer and/or execute this Contract.

"Contractor" means the party identified on the Cover Page of this Contract with whom Company is contracting.

"Work" means all required labor, articles, materials, supplies, goods, and services constituting the subject matter of this Contract.

13. DISPUTES

[Reserved]

Commented [MN2]: Change highlighted portion to [reserved] if issuing a contract under subagreement (i.e. where Palladium is not Prime).

- (a) **Arbitration.** All claims and disputes arising under, or relating to, this Contract that are not Government-related disputes (e.g., are directly and exclusively between Company and Contractor) are to be settled by binding arbitration to be held in the District of Columbia. The arbitration shall be conducted on a confidential basis pursuant to the the-existing commercial arbitration rules of the American Arbitration Association (AAA). Any such arbitration shall include a written record of the arbitration hearing. An award of arbitration may be confirmed in a court of competent jurisdiction.
- (b) **Mediation;** as a condition precedent to filing a demand for arbitration or otherwise initiating litigation, the parties hereto agree that they shall first attempt to resolve their dispute by mediation through the American Arbitration Association by filing a request for mediation with the AAA and the other party. That being said, a party can file a demand for arbitration simultaneously with the request for mediation, but AAA shall hold the demand for arbitration in abeyance until the mediator declares and impasse.
- (c) **Applicable law.** The laws of District of Columbia shall govern the construction and interpretation of the rights and duties of the parties under this agreement.
- (d) **Duty to perform.** Pending final decision on any dispute under this article, Company and Contractor will proceed and continue with performance unabated. Until final resolution of any dispute hereunder, Contractor shall diligently proceed with the performance of this Contract as directed by Company.

14. DEFAULT

- (a) Company, by written notice, may terminate this Contract for default, in whole or in part, if Contractor (i) fails to comply with any of the terms of this Contract; (ii) fails to make progress so as to endanger performance of this Contract; (iii) fails to provide adequate assurance of future performance; (iv) files or has filed against it a petition in bankruptcy; or (v) becomes insolvent or suffers a material adverse change in financial condition. Contractor shall have ten (10) days (or such longer period the Company may authorize in writing) to cure any such failure after receipt of notice from the Company. Default involving delivery schedule delays, bankruptcy or adverse change in financial condition shall not be subject to the cure provision.
- (b) Following a termination for default of this Contract, Contractor shall be compensated only for Work actually delivered and accepted. Company may require Contractor to deliver to Company any supplies and materials, manufacturing materials, and manufacturing drawings that Contractor has specifically produced or acquired for the terminated portion of this Contract. Company and Contractor shall agree on the amount of payment for these other deliverables.
- (c) In the event of a cancellation or termination under this Contract, Contractor shall be liable to Company for re-procurement costs, in addition to Company' other rights and remedies at law or in equity.
- (d) Upon the occurrence and during the continuation of a default, Company may exercise any and all rights and remedies available to it under applicable law and equity, including without limitation, cancellation of this

Prime Award Number:
Contractor Name:
Contract Number:

Contract. If after termination for default under this Contract, it is determined that Contractor was not in default, such termination shall be deemed a termination for convenience.

- (e) Contractor shall continue all Work not terminated or cancelled.

15. EXCUSABLE DELAYS

- (a) Contractor shall be excused from, and shall not be liable for, failure of performance to the extent due to causes beyond Contractor's control and without Contractor's fault or negligence, including, but not limited to, acts of God or public enemy, acts of Government in either sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, unusually severe weather and delays of common carriers.
- (b) In order to be excused from performance under (a) Contractor shall submit, within ten (10) calendar days of the start of the event causing delay, a written notice stating a complete and detailed description of such event, the date of commencement, an estimate of the probable period of delay, and explanation indicating how such event was beyond the control of Contractor and not due to its negligence or fault and what efforts Contractor will make to minimize the length of delay. Contractor shall submit within ten (10) calendar days of the end of the event a written notice stating the impact to the schedule and evidence justifying the length of the delay.
- (c) If the delay extends for thirty (30) days or more this Contract may be terminated by Company without additional cost and without liability to Contractor.

16. TERMINATION FOR CONVENIENCE

- (a) Company reserves the right to terminate this Contract, or any part hereof, for its convenience. Company shall terminate by delivering to Contractor a Notice of Termination specifying the extent of termination and the effective date. In the event of such termination, Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this Contract, Contractor shall be paid a percentage of the Contract price reflecting the percentage of the Work performed prior to the notice of termination, plus reasonable charges Contractor can demonstrate to the satisfaction of Company using its standard record keeping system have resulted from the termination. Contractor shall not be paid for any Work performed or costs incurred which reasonably could have been avoided.
- (b) In no event shall Company be liable for lost or anticipated profits, or unabsorbed indirect costs or overhead, or for any sum in excess of the total Contract price. Contractor's termination claim shall be submitted within ninety (90) days from the effective date of the termination.
- (c) Contractor shall continue all Work not terminated.

17. ELECTRONIC CONTRACTING

The parties agree that if this Contract is transmitted electronically, and neither party shall contest the validity of this Contract, or any acknowledgement thereof, on the basis that this Contract or acknowledgement contains an electronic signature.

18. EXTRAS

Work shall not be supplied in excess of quantities specified in this Contract. Contractor shall be liable for handling charges and return shipment costs for any excess quantities.

19. GRATUITIES/KICKBACKS

Contractor shall not offer or give a kickback or gratuity (in the form of entertainment, gifts, or otherwise) for the purpose of obtaining or rewarding favorable treatment as a Company supplier. By accepting this Contract, Contractor certifies and represents that it has not made or solicited and will not make or solicit kickbacks in violation of the Anti-Kickback Act of 1986 (41 USC 51-58), incorporated herein by this specific reference.

20. INDEMNITY

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Each party shall defend, indemnify, and hold harmless the other party, its officers, directors, employees, consultants, agents, affiliates, successors, permitted assigns and customers from and against all losses, costs, claims, causes of action, damages, liabilities, and reasonable expenses, including reasonable attorney's fees, all expenses of litigation and/or settlement, and court costs, arising from the violation or alleged violation of any applicable law, rules or regulations or the breach of its obligations under this Contract by the first party, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this Contract.

21. INDEPENDENT CONTRACTOR RELATIONSHIP AND CONTRACTOR PERSONNEL

- (a) Contractor's relationship to Company shall be that of an independent contractor and this Contract does not create an agency, partnership, or joint venture relationship between Company and Contractor or Company and Contractor personnel. Personnel supplied by Contractor hereunder shall be deemed employees of Contractor and shall not for any purposes be considered employees or agents of Company. Contractor assumes full responsibility for the actions and supervision of such personnel while performing services under this Contract. Company assumes no liability for Contractor personnel.
- (b) Nothing contained in this Contract shall be construed as granting to Contractor or any personnel of Contractor rights under any Company benefit plan.

22. INFORMATION OF COMPANY

- (a) Definitions

"Confidential Information" means any information provided to the subcontractor Party (subcontractor) by the provider Party (Provider) or any of its Representatives or personnel to the subcontractor or any of its Representatives or personnel, whether obtained before or after execution of this Contract, in connection with the Express Purpose or the Provider in any way and which is not generally available to the public and treated as confidential by the Provider. Confidential Information includes all confidential business information, documents, records, financial information, reports, intellectual property, product specifications, technical information and forecasts which relate to the Provider, but shall not include any information that (i) is publicly available other than as a result of the Contractor's or any of its Representatives' breach hereof, (ii) was in the Contractor's possession prior to its receipt hereunder without being subject to any confidentiality obligations to the disclosing Party or any other person, (iii) was disclosed to the subcontractor on a non-confidential basis by a third party reasonably understood to have the right to disclose it, or (iv) is independently developed by the subcontractor without utilizing any of the Provider's Confidential Information or any breach hereof.

"Express Purpose" means the performance of this Contract.

"Representative" means any director, officer, employee, agent, contractor, financier or professional adviser of a party.

- (b) Obligations of Confidentiality

The contractor acknowledges that the Confidential Information is valuable to the Provider. In consideration for the Provider providing the Confidential Information to the subcontractor for the Express Purpose, the subcontractor accepts and agrees to be bound by the terms of this clause. The contractor must, subject to the terms of this clause, comply with the following obligations at all times:

- (i) The Contractor must keep the Confidential Information secret and preserve its confidential nature and must not use Confidential Information for any purpose other than the Express Purpose.
- (ii) The Contractor must not disclose or permit the disclosure of the information to any person other than its Representatives who need to know the information for the Express Purpose, or to the extent that disclosure is required by law or with the Provider's written consent.
- (iii) The Contractor must ensure that all of its Representatives who are provided with Confidential Information are made aware that the information must be kept confidential and that they must not do

or fail to do anything that, if done or not done by the Representative would result in a breach of the Contractor's obligations in this document.

- (iv) The Contractor must protect the Confidential Information against unauthorized access, use or disclosure in the same manner it protects its own confidential information (but in no event less than what is commercially reasonable), must immediately notify the Provider of any unauthorized access to, use or disclosure of the information, and must comply with any reasonable direction from the Provider in relation to the protection of the information.

(c) Permitted Disclosures

This clause does not prohibit the disclosure of Confidential Information by the contractor to the extent that any of the following terms apply:

- (i) The Provider has consented in writing to such disclosure.
- (ii) The disclosure is to a Representative of the Contractor who needs to know the Confidential Information for the Express Purpose and the Contractor has complied with the requirements set out below in relation to the disclosure.
- (iii) The disclosure is required by law and the Contractor has complied with the requirements set out below in relation to the disclosure.

(d) Limitation on disclosure required by law

If the contractor considers that disclosure of Confidential Information is required by law, it must do the following:

- (i) To the extent legally possible, immediately notify the Provider of the requirement.
- (ii) Take all reasonable steps to lawfully resist or narrow the requirement to disclose the Confidential Information.
- (iii) Assist and co-operate with the Provider if the Provider seeks to limit or resist the requirement for the Confidential Information to be disclosed.

(e) Disclosure to Representatives

The contractor must ensure that each of the following are complied with:

- (i) Its Representatives are made aware of the confidential nature of the Confidential Information and the terms of this document before any of its Representatives are provided with or have access to Confidential Information.
- (ii) Its Representatives do not do or fail to do anything that, if done or not done by the Contractor, would amount to a breach of the Contractor's obligations in this clause.

(f) Confidential Information

Except as set forth in this Contract, the Confidential Information remains the property of the Provider at all times. At the Provider's request, the subcontractor must immediately return to the Provider or destroy all material containing Confidential Information in its possession, power or control, including any material created or generated by the Contractor.

23. INSURANCE

Contractor shall maintain at least the following insurance coverages, unless otherwise agreed by the Company in writing:

1. [adjust as needed depending on the type and the value of the contract] Commercial General Liability coverage, including coverage on Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability, Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:
 - a. General aggregate limit - \$2,000,000 [adjust to match the total contract value – normally 5 x the ceiling]
 - b. Each occurrence, combined single limit - \$1,000,000

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- c. Aggregate products, combined single limit - \$1,000,000
 - d. Aggregate personal injury/advertising liability - \$1,000,000
2. Prudent business insurance customary in the industry of the Contractor.
3. Maintain all the insurance coverage in regards to the officer, employee or property, as required by any laws or regulations in the place of registration or operations of the Contractor.
4. Auto liability coverage in the amount of \$1,000,000 per occurrence and covering owned, hired and non-owned vehicles
5. Umbrella Excess Liability insurance written as excess of Employers' Liability, Commercial General Liability, and Business Automobile Liability, with limits not less than \$1,000,000 each occurrence combined single limit
6. Statutory workers' compensation insurance ("workers' compensation") in the state in which work is to be performed and including any applicable Federal Act coverage and Employer's Liability limits of:
 - a. \$500,000 each accident
 - b. \$500,000 disease—policy limit
 - c. \$500,000 disease—each employee
7. Professional liability insurance in the amount of \$1,000,000 per claim and in the aggregate. Professional liability must not be limited to Bodily Injury and Property Damage liability. Coverage must be maintained for a minimum of two years following completion of the Subcontracted Services.
8. The Commercial General Liability, Auto Liability, and Umbrella Excess policies must include endorsements adding Company and USAID as additional insured, stating coverage is primary and not contributory with any other insurance or self-insurance available to the additional insured and a waiver of subrogation in favor of Company and USAID. Addition of insured endorsements limiting coverage to "ongoing work" of the "sole negligence" of Contractor are not acceptable.
9. All policies must provide a 30-calendar day notice of cancellation to Palladium with no exculpatory language. Policies must be written with insurance carriers authorized to do business in the State where Contractor operates.
10. Defense Base Act insurance must be provided for all Contractor employees working outside the United States, through the authorized USAID DBA provider. The cost of DBA insurance premiums is included in the Contractor fixed price for this Contract and covers all eligible Contractor personnel engaged to work overseas under this Contract. See Special Provisions in Article 40.14 of this Contract.

24. INTELLECTUAL PROPERTY

- (a) Contractor warrants that the Work performed or delivered under this Contract will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country. Except to the extent that the U.S. Government assumes liability therefor, Contractor shall defend, indemnify, and hold harmless Company, its officers, directors, employees, consultants, agents, affiliates, successors, permitted assigns and customers from and against all losses, costs, claims, causes of action, damages, liabilities, and reasonable expenses, including reasonable attorney's fees, all expenses of litigation and/or settlement, and court costs, arising out of any action by a third party that is based upon a claim that the Work performed or delivered under this Contract infringes or otherwise violates the intellectual property rights of any person or entity.
- (b) In addition to the Government's rights in data and inventions, Contractor agrees that Company, in the performance of its contract obligations under the Prime Contract (including obligations of follow-on contracts, contracts for subsequent phases of the same program, and sustainment contracts, but excluding any contracts not directly related to the Prime Contract), shall have an unlimited, irrevocable, paid-up, royalty-free right to make, have made, sell, offer for sale, use, execute, reproduce, display, perform, distribute (internally or externally) copies of, transfer computer software to the US Government and the Government's end customer, and prepare derivative works, and authorize others to do any, some or all of the foregoing, any and all, inventions, discoveries, improvements and patents as well as any and all data, copyrights, reports, and works of authorship, conceived, developed, generated or delivered in performance of this Contract.

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- (c) The tangible medium storing copies of all reports, memoranda or other materials in written form including machine readable form, prepared by Contractor and furnished to Company pursuant to this Contract shall become the sole property of Company.
- (d) No other provision in this Contract, including but not limited to the Indemnity clause, shall be construed to limit the liabilities or remedies of the parties under this clause.

25. PAYMENTS, TAXES, AND DUTIES

- (a) Unless otherwise provided, terms of payment shall be net thirty (30) days from the latest of the following: (1) Company's receipt of Contractor's proper invoice; (2) scheduled completion of performance date of the Work/Milestone; or (3) actual completion of performance of the Work/Milestone.
- (b) Each payment made shall be subject to reduction to the extent of amounts which are found by Company or Contractor not to have been properly payable and shall also be subject to reduction for overpayments.
- (c) Contractor shall promptly notify Company of any such overpayments and remit the amount of the overpayment except as otherwise directed by Company.
- (d) Company shall have a right of setoff against payments due under this Contract or any other Contract between the parties.
- (e) Payment shall be deemed to have been made as of the date of mailing Company's payment or electronic funds transfer.
- (f) Unless otherwise specified, prices include all applicable federal, state, and local taxes, duties, tariffs, and similar fees imposed by any government, all of which shall be listed separately on the invoice. No taxes for which bilateral exemption exists in the country of performance, if applicable, must be included in the price of this Contract.
- (g) Contractor shall submit upon the request of Company's Contracting Representative a release of claims upon final payment under this Contract.

26. PLACE OF PERFORMANCE

The place of performance is [insert country].

27. INTERPRETATION

Any inconsistencies in this Contract shall be resolved in accordance with the following descending order of precedence: (1) Section 40 of this Contract; (2) Sections 1-39 of this Contract and (3) the Statement of Work, **Annex A**.

28. QUALITY CONTROL SYSTEM

Contractor shall provide and maintain a quality control system to its industry recognized Quality Standard and in compliance with any other specific quality requirements identified in this Contract. Records of all quality control inspection work by Contractor shall be kept complete and available to Company and its customers.

29. RELEASE OF INFORMATION

Except as required by law, no public release of any information, or confirmation or denial of same, with respect to this Contract or the subject matter hereof, will be made by Contractor or its subcontractors without the prior written approval of Company. Contractor shall not use Company's name, brand, trademark, or logo related to the term

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"Palladium" or any other trademark or logo owned by Company, in whatever shape or form, without the prior written consent of Company.

30. RETENTION OF RECORDS

Unless a longer period is specified by law or regulation, Contractor shall retain all records related to this Contract for three (3) years from the date of final payment received by Contractor. Records related to this Contract include, but are not limited to, financial, proposal, procurement, specifications, production, inspection, test, quality, shipping and export, and certification records. At no additional cost, Contractor shall timely provide reasonable access to such records to the US Government and its designees and the Company upon request for the purpose of making financial audits, verifications or program evaluation.

31. CONTRACTOR BUSINESS SYSTEMS

"Contractor Business Systems" as used in this clause means Contractor's material management and accounting system, cost estimating system, accounting system, earned value management system, property management system, and purchasing system.

If Contractor's Business Systems are reviewed and approved by a Government agency, Contractor shall provide prompt notice to Company whenever there is a material change in the status of the Government's approval or determination of adequacy of any of Contractor's Business Systems.

32. SEVERABILITY

Each clause, paragraph and subparagraph of this Contract is severable, and if one or more of them are declared invalid, the remaining provisions of this Contract will remain in full force and effect.

33. SURVIVABILITY

All rights, obligations, and duties hereunder, which by their nature or by their express terms extend beyond the expiration or termination of this Contract, including but not limited to warranties, indemnifications, intellectual property (including rights to and protection of intellectual property and proprietary information), and product support obligations shall survive the expiration or termination of this Contract.

34. TIMELY PERFORMANCE

- (a) Contractor's timely performance and Company's timely payments are critical elements of this Contract.
- (b) Contractor shall provide Company status of performance of this Contract when requested. In addition, if Contractor becomes aware of an impending labor dispute involving Contractor or any lower tier subcontractor, or any other difficulty in performing the Work, Contractor shall timely notify Company, in writing, giving pertinent details. These notifications shall not change any delivery schedule.

35. TRAVEL COSTS

- (a) All travel incurred by Contractor in the performance of this Contract is included within the Contract price and shall not be separately reimbursed by Company unless such travel is expressly authorized in writing in advance by Company's Contracting Representative. For the avoidance of doubt, to the extent no separate reimbursement is sought by Contractor for specific travel, no preauthorization or provision of receipts is required.
- (b) International Travel approval must be obtained from the Company's Contracting Representative at least two (2) weeks prior to proposed travel in writing and must comply with International Travel requirements in Article 40 of this Contract.

36. USE OF FREE, LIBRE AND OPEN SOURCE SOFTWARE (FLOSS)

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Commented [MN3]: This clause applies only if the contract is for or includes the delivery of software, including software residing on hardware to be delivered.

If the contract is not for such services, delete highlighted text and rename clause "[Reserved]".

- (a) This clause only applies to Work that includes the delivery of software (including software residing on hardware).
- (b) Contractor shall disclose to Company in writing any FLOSS that will be used or delivered in connection with this Contract and shall obtain Company's prior written consent before using or delivering such FLOSS in connection with this Contract. Company may withhold such consent in its sole discretion.
- (c) As used herein, "FLOSS License" means the General Public License (GPL), Lesser/Library GPL, (LGPL), the Affero GPL (APL), the Apache license, the Berkeley Software Distribution (BSD) license, the MIT license, the Artistic License (e.g., PERL), the Mozilla Public License (MPL), or variations thereof, including without limitation licenses referred to as "Free Software License", "Open Source License", "Public License", or "GPL Compatible License."
- (d) As used herein, "FLOSS" means software that incorporates or embeds software in, or uses software in connection with, as part of, bundled with, or alongside any (1) open source, publicly available, or "free" software, library or documentation, or (2) software that is licensed under a FLOSS License, or (3) software provided under a license that (a) subjects the delivered software to any FLOSS License, or (b) requires the delivered software to be licensed for the purpose of making derivative works or be redistributable at no charge, or (c) obligates Company to sell, loan, distribute, disclose or otherwise make available or accessible to any third party (i) the delivered software, or any portion thereof, in object code and/or source code formats, or (ii) any products incorporating the delivered software, or any portion thereof, in object code and/or source code formats.
- (e) Contractor shall defend, indemnify, and hold harmless Company, its customers and suppliers from and against any claims, damages, losses, costs, and expenses, including reasonable attorney's fees, relating to use in connection with this Contract or the delivery of FLOSS. No other provision in this Contract, including but not limited to the Indemnity clause, shall be construed to limit the liabilities or remedies of the parties for the use of FLOSS in connection with this Contract or for the delivery of FLOSS under this Contract.

37. WAIVERS, APPROVALS, AND REMEDIES

- (a) Failure by either party to enforce any of the provisions of this Contract or applicable law shall not constitute a waiver of the requirements of such provisions or law, or as a waiver of the right of a party thereafter to enforce such provision or law.
- (b) Company's approval of documents shall not relieve Contractor of its obligation to comply with the requirements of this Contract.
- (c) The rights and remedies of either party in this Contract are cumulative and in addition to any other rights and remedies provided by law or in equity.

38. WARRANTY

- (a) Contractor warrants that it is and shall remain free of any obligation or restriction which would interfere or be inconsistent with or present a conflict of interest concerning the Work to be furnished by Contractor under this Contract.
- (b) Contractor warrants that it will perform the services under this Contract with the degree of high professional skill and sound practices and judgment which is normally exercised by recognized professional firms with respect to services of a similar nature.
- (c) Contractor warrants that all Work furnished pursuant to this Contract shall strictly conform to applicable specifications, drawings, samples, descriptions, and other requirements of this Contract and be free from defects in design, material, and workmanship. This warranty shall begin upon final acceptance and extend

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for a period of one (1) year. If any non-conforming Work is identified within the warranty period, Contractor, at Company's option, shall promptly repair, replace, or reperform the Work.

- (d) Transportation of replacement Work return of non-conforming Work, and re-performance of Work shall be at Contractor's expense. If repair, or replacement, or reperformance of Work is not timely, Company may elect to return, reperform, repair, replace, or re-procure the Work at Contractor's expense. All warranties shall run to Company and its customers.

39. WORK ON COMPANY AND THIRD-PARTY PREMISES

- (a) "Premises" as used in this clause means premises of Company, its customers, or other third parties where Work is being performed.
- (b) Contractor shall ensure that Contractor personnel working on Premises comply with any on-premises policies and: (i) do not bring weapons of any kind onto Premises; (ii) do not manufacture, sell, distribute, possess, use or be under the influence of controlled substances or alcoholic beverages while on Premises; (iii) do not possess hazardous materials of any kind on Premises without Company's authorization; (iv) remain in authorized areas only; (v) do not conduct any non-Company related business activities (such as interviews, hiring, dismissals or personal solicitations) on Premises, (vi) do not send or receive non-Company related mail through Company's or third party's mail systems; (vii) do not sell, advertise or market any products or memberships, distribute printed, written or graphic materials on Premises without Company's written permission or as permitted by law; and (viii) follow instruction from Company in the event of an actual or imminent safety or environmental hazard on Premises.
- (c) All persons, property, and vehicles entering or leaving Premises may be subject to search.
- (d) Contractor shall promptly notify Company and provide a report of any accidents or security incidents involving loss of or misuse or damage to Company, customer, or third party intellectual or physical assets, and all physical altercations, assaults, or harassment.
- (e)
 - 1) Prior to entry on Premises, Contractor shall coordinate with Company to gain access. Contractor shall provide information reasonably required by Company to ensure proper identification of personnel, including, but not limited to verification of citizenship, lawful permanent resident status, protected individual or other status.
 - 2) Contractor personnel requiring access to Premises shall, prior to entry, be screened by Contractor at no charge to Company through the Company Contractor Screen Program, or otherwise screened by Contractor in a manner satisfactory to Company.
- (f) Contractor shall ensure that Contractor personnel: (i) do not remove Company, customer, or third party assets from Premises without Company authorization; (ii) use Company, customer, or third party assets only for purposes of this Contract; (iii) only connect with, interact with or use computer resources, networks, programs, tools or routines authorized by Company; and (iv) do not share or disclose user identifiers, passwords, cipher keys or computer dial port telephone numbers. Company may periodically audit Contractor's data residing on Company, customer, or third-party assets on Premises.
- (g) Company may, at its sole discretion, have Contractor remove any specified employee of Contractor from Premises and require that such employee not be reassigned to any Premises under this Contract.
- (h) Violation of this clause may result in termination of this Contract in addition to any other remedy available to Company at law or in equity. Contractor shall reimburse Company, customer, or third party for any unauthorized use of Company, customer, or third-party assets.
- (i) Contractor shall advise the Company Procurement Representative of any unauthorized direction or course of conduct.

- (j) Contractor shall immediately report to Company all emergencies (e.g., medical, fire, spills or release of any hazardous material) and non-emergency incidents (e.g., job-related injuries or illnesses) affecting the Work. Contractor shall provide Company with a copy of any reports of such incidents Contractor makes to governmental authorities.

40. OTHER CLAUSES APPLICABLE TO CONTRACTOR BY PRESCRIPTION IN THE PRIME COOPERATIVE AGREEMENT

Commented [MN4]: Check Cooperative Agreement for other mandatory terms and conditions that must be included in CONTRACTS.

40.1 DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (JUNE 2012)

Contractor certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any Federal department or agency.

c. The policies and procedures applicable to debarment, suspension, and ineligibility under USAID financed transactions are set forth in Subpart C of 2 CFR Section 180, as supplemented by 2 CFR 780.

40.2 PREVENTING TERRORIST FINANCING -- IMPLEMENTATION OF E.O. 13224 (AUGUST 2013)

a. Contractor must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) or the United Nations Security designation list (online at: http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml).

40.3 TRAVEL AND INTERNATIONAL AIR TRANSPORTATION (DECEMBER 2014) *(if international travel is anticipated under this contract)*

a. FLY AMERICA ACT RESTRICTIONS

(1) Contractor must use U.S. Flag Air Carriers for all international air transportation (including personal effects) funded by Contract pursuant to the Fly America Act and its implementing regulations to the extent service by such carriers is available.

(2) In the event that the Contractor selects a carrier other than a U.S. Flag Air Carrier for international air transportation, in order for the costs of such international air transportation to be allowable, Contractor must document such transportation in accordance with this provision and maintain such documentation for audit purposes. The documentation must use one of the following reasons or other exception under the Fly America Act:

(i) Contractor uses a European Union (EU) flag air carrier, which is an airline operating from an EU country that has signed the US-EU "Open Skies" agreement

(<http://www.state.gov/e/eb/rls/othr/ata/i/ic/170684.htm>).

(ii) Travel to or from one of the following countries on an airline of that country when no city pair fare is in effect for that leg (see <http://apps.fas.gsa.gov/citypairs/search/>):

- a. Australia on an Australian airline,
- b. Switzerland on a Swiss airline, or
- c. Japan on a Japanese airline;

(iii) Only for a particular leg of a route on which no US Flag Air Carrier provides service on that route;

(iv) For a trip of 3 hours or less, the use of a US Flag Air Carrier at least doubles the travel time;

(v) If the US Flag Air Carrier offers direct service, use of the US Flag Air Carrier would increase the travel time by more than 24 hours; or

(vi) If the US Flag Air Carrier does not offer direct service,

- a. Use of the US Flag Air Carrier increases the number of aircraft changes by 2 or more,
- b. Use of the US Flag Air Carrier extends travel time by 6 hours or more, or
- c. Use of the US Flag Air Carrier requires a layover at an overseas interchange of 4 hours or more.

b. DEFINITIONS

(1) "International air transportation" means international air travel by individuals (and their personal effects) or transportation of cargo by air between a place in the United States and a place outside thereof, or between two places both of which are outside the United States.

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(2) "U.S. Flag Air Carrier" means an air carrier on the list issued by the U.S. Department of Transportation at <http://ostpxweb.dot.gov/aviation/certific/certlist.htm>. U.S. Flag Air Carrier service also includes service provided under a code share agreement with another air carrier when the ticket, or documentation for an electronic ticket, identifies the U.S. flag air carrier's designator code and flight number.

(3) For this provision, the term "United States" includes the fifty states, Commonwealth of Puerto Rico, possessions of the United States, and the District of Columbia.

40.4 OCEAN SHIPMENT OF GOODS (JUNE 2012)

All ocean shipments must have prior approval of the Company and must comply with US Flag Carrier restrictions.

40.5 TRAFFICKING IN PERSONS (APRIL 2016)

a. Contractor and all lower tier subcontractors or their employees, labor recruiters, brokers or other agents, must not engage in:

(1) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this award;

(2) Procurement of a commercial sex act during the period of this award;

(3) Use of forced labor in the performance of this award;

(4) Acts that directly support or advance trafficking in persons, including the following acts:

- i. Destroying, concealing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
- ii. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - a) exempted from the requirement to provide or pay for such return transportation by USAID under this award; or
 - b) the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
- iii. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
- iv. Charging employees recruitment fees; or
- v. Providing or arranging housing that fails to meet the host country housing and safety standards.

b. In the event of a violation of section (a) of this provision, USAID is authorized to terminate this award, without penalty, and is also authorized to pursue any other remedial actions authorized as stated in section 1704(c) of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013).

c. For Subcontracts which exceed an estimated value of \$500,000, Contractor must submit to the Company, the annual "Certification regarding Trafficking in Persons, Implementing Title XVII of the National Defense Authorization Act for Fiscal Year 2013" as required prior to this award, and must implement a compliance plan to prevent the activities described above in section (a) of this provision. Contractor must provide a copy of the compliance plan to the Company upon request and must post the useful and relevant contents of the plan or related materials on its website (if one is maintained) and at the workplace.

d. The Contractor's compliance plan must be appropriate to the size and complexity of the award and to the nature and scope of the activities, including the number of non-United States citizens expected to be employed. The plan must include, at a minimum, the following:

- (a) An awareness program to inform employees about the trafficking related prohibitions included in this provision, the activities prohibited and the action that will be taken against the employee for violations.
- (b) A reporting process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking, including a means to make available to all employees the Global Human Trafficking Hotline at 1-844-888-FREE and its e-mail address at help@befree.org.
- (c) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging of recruitment fees to the employee, and ensures that wages meet applicable host country legal requirements or explains any variance.
- (d) A housing plan, if the Contractor or any subcontractor intends to provide or arrange housing. The housing plan is required to meet any host-country housing and safety standards.
- (e) Procedures for the Contractor to prevent any agents or subcontractors at any tier and at any dollar value from engaging in trafficking in persons activities described in section a. of this provision. Contractor must also have

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procedures to monitor, detect, and terminate any agents or subcontractor or subcontractor employees that have engaged in such activities.

e. Contractor receives any credible information from any source that alleges that the Contractor, contractor, or agent has engaged in any of the prohibited activities identified in this provision, the Contractor must immediately notify the Company and the USAID Office of the Inspector General; and must fully cooperate with any Federal agencies responsible for audits, investigations, or corrective actions relating to trafficking in persons.

f. The Company may direct the Contractor to take specific steps to abate an alleged violation or enforce the requirements of a compliance plan.

g. For purposes of this provision, "employee" means an individual who is engaged in the performance of this award as a direct employee, consultant, or volunteer of the Contractor or any subcontractor.

40.6 PILOT PROGRAM FOR ENHANCEMENT OF GRANTEE EMPLOYEE WHISTLEBLOWER PROTECTIONS (SEPTEMBER 2014)

- a) 41 U.S.C. § 4712 states that an employee of the Contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.
- b) Whistleblowing is defined as making a disclosure "that the employee reasonably believes" is evidence of any of the following:
 - i. Gross mismanagement of a Federal contract, grant or Cooperative Agreement;
 - ii. A gross waste of Federal funds;
 - iii. An abuse of authority relating to a Federal contract or grant;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal contract or grant (including the competition for, or negotiation of, a contract or grant).
- c) To qualify under the statute, the employee's disclosure must be made to:
 - i. A Member of the U.S. Congress, or a representative of a U.S. Congressional Committee;
 - ii. A cognizant U.S. Inspector General;
 - iii. The U.S. Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A U.S. court or grand jury; or,
 - vi. A management official or other employee of Contractor who has the responsibility to investigate, discover, or address misconduct.
- d) Contractor must notify their employees of their rights in regard to this clause.

40.7 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (MAY 2017)

- (a) Definitions.
 - "Contract" has the meaning given in 2 CFR Part 200.
 - "Contractor" means an entity that receives a contract as defined in 2 CFR Part 200.
 - "Internal confidentiality agreement or statement" means a confidentiality agreement or any other written statement that the recipient requires any of its employees or subrecipients to sign regarding nondisclosure of recipient information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that recipient employees or subrecipients sign at the behest of a Federal agency.
- (b) The Contractor must not require its employees and subcontractors to sign or comply with internal confidentiality agreements or statements that prohibit or otherwise restrict employees, or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Federal award to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (for example, the Agency Office of the Inspector General). The Contractor must notify current employees and subcontractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or

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statements covered by this provision, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this provision, are no longer in effect.

- (c) The prohibition in paragraph (b) of this provision does not contravene the requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d)
 - 1) In accordance with section 7 43 of Division E, Title VI I, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that Contractor is not in compliance with the requirements of this provision.
 - 2) The Company and the Government may seek any available remedies in the event the Contractor fails to comply with the requirements of this provision.
- (e) The Contractor must include the substance of this provision, including this paragraph (e), in subcontracts under this award.

40.8 CHILD SAFEGUARDING (JUNE 2015) (INCLUDE IF CONTRACT ACTIVITIES INVOLVE CHILDREN)

(a) Because the activities to be funded under this award may involve children, or personnel engaged in the implementation of the award may come into contact with children, these activities could raise the risk of child abuse, exploitation, or neglect within USAID-funded programs. The organization agrees to abide by the following child safeguarding core principles:

- (1) Ensure compliance with host country and local child welfare and protection legislation or international standards, whichever gives greater protection, and with U.S. law where applicable;
- (2) Prohibit all personnel from engaging in child abuse, exploitation, or neglect;
- (3) Consider child safeguarding in project planning and implementation to determine potential risks to children that are associated with project activities and operations;
- (4) Apply measures to reduce the risk of child abuse, exploitation, or neglect, including, but not limited to, limiting unsupervised interactions with children; prohibiting exposure to pornography; and complying with applicable laws, regulations, or customs regarding the photographing, filming, or other image-generating activities of children;
- (5) Promote child-safe screening procedures for personnel, particularly personnel whose work brings them in direct contact with children; and
- (6) Have a procedure for ensuring that personnel and others recognize child abuse, exploitation, or neglect; mandating that personnel and others report allegations; investigating and managing allegations; and taking appropriate action in response to such allegations, including, but not limited to, dismissal of personnel.

(b) The organization must also include in their code of conduct for all personnel implementing USAID-funded activities the child safeguarding principles in (a) (1) through (6).

(c) The following definitions apply for purposes of this provision:

- (1) Child: A child or children are defined as persons who have not attained 18 years of age.
- (2) Child abuse, exploitation, or neglect: Constitutes any form of physical abuse; emotional ill-treatment; sexual abuse; neglect or insufficient supervision; trafficking; or commercial, transactional, labor, or other exploitation resulting in actual or potential harm to the child's health, well-being, survival, development, or dignity. It includes but is not limited to: any act or failure to act which results in death, serious physical or emotional harm to a child, or an act or failure to act which presents an imminent risk of serious harm to a child.
- (3) Physical abuse: Constitutes acts or failures to act resulting in injury (not necessarily visible), unnecessary or unjustified pain or suffering without causing injury, harm or risk of harm to a child's health or welfare, or death. Such acts may include, but are not limited to: punching, beating, kicking, biting, shaking, throwing, stabbing, choking, or hitting (regardless of object used), or burning. These acts are considered abuse regardless of whether they were intended to hurt the child.
- (4) Sexual Abuse: Constitutes fondling a child's genitals, penetration, incest, rape, sodomy, indecent exposure, and exploitation through prostitution or the production of pornographic materials.
- (5) Emotional abuse or ill treatment: Constitutes injury to the psychological capacity or emotional stability of the child caused by acts, threats of acts, or coercive tactics. Emotional abuse may include, but is not limited to: humiliation, control, isolation, withholding of information, or any other deliberate activity that makes the child feel diminished or embarrassed.

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(6) Exploitation: Constitutes the abuse of a child where some form of remuneration is involved or whereby the perpetrators benefit in some manner. Exploitation represents a form of coercion and violence that is detrimental to the child's physical or mental health, development, education, or well-being.

(7) Neglect: Constitutes failure to provide for a child's basic needs within USAID-funded activities that are responsible for the care of a child in the absence of the child's parent or guardian.

40.9 NONDISCRIMINATION AGAINST BENEFICIARIES (NOVEMBER 2016)

(a) USAID policy requires Contractor not discriminate against any beneficiaries in implementation of this award, such as, but not limited to, by withholding, adversely impacting, or denying equitable access to the benefits provided through this award on the basis of any factor not expressly stated in the award. This includes, for example, race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, disability, age, genetic information, marital status, parental status, political affiliation, or veteran's status. Nothing in this provision is intended to limit the ability of the Contractor to target activities toward the assistance needs of certain populations as defined in the award.

(b) Contractor must insert this provision, including this paragraph, in all contracts under this Contract.

40.10 MANDATORY DISCLOSURES (NOV 2020)

Consistent with 2 CFR §200.113, Contractor must disclose, in a timely manner, in writing to the USAID Office of the Inspector General, with a copy to the Company, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Disclosures must be sent to:

U.S. Agency for International Development
Office of the Inspector General
P.O. Box 657
Washington, DC 20044-0657
Phone: 1-800-230-6539 or 202-712-1023
Email: ig_hotline@usaid.gov

URL: <https://oig.usaid.gov/content/usaid-contractor-reporting-form>.

Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.339 Remedies for noncompliance, including suspension or debarment (See 2 CFR 180, 2 CFR 780 and 31 U.S.C. 3321).

Contractor must include this mandatory disclosure requirement in all subcontracts under this award.

40.11 VOLUNTARY POPULATION PLANNING ACTIVITIES – SUPPLEMENTAL REQUIREMENTS (JANUARY 2009) (include if contract involves family planning or population activities that will be supported, in whole or in part, from funds under this contract)

a. Voluntary Participation and Family Planning Methods:

- (1) Contractor agrees to take any steps necessary to ensure that funds made available under this award will not be used to coerce any individual to practice methods of family planning inconsistent with such individual's moral, philosophical, or religious beliefs. Further, the Contractor agrees to conduct its activities in a manner which safeguards the rights, health, and welfare of all individuals who take part in the program.
- (2) Activities which provide family planning services or information to individuals, financed in whole or in part under this agreement, must provide a broad range of family planning methods and services available in the country in which the activity is conducted or must provide information to such individuals regarding where such methods and services may be obtained.

b. Requirements for Voluntary Family Planning Projects

- (1) A family planning project must comply with the requirements of this paragraph.

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- (2) A project is a discrete activity through which a governmental, nongovernmental, or public international organization provides family planning services to people and for which funds obligated under this award, or goods or services financed with such funds, are provided under this award, except funds solely for the participation of personnel in short-term, widely attended training conferences or programs.
 - (3) Service providers and referral agents in the project must not implement or be subject to quotas or other numerical targets of total number of births, number of family planning acceptors, or acceptors of a particular method of family planning. Quantitative estimates or indicators of the number of births, acceptors, and acceptors of a particular method that are used for the purpose of budgeting, planning, or reporting with respect to the project are not quotas or targets under this paragraph, unless service providers or referral agents in the project are required to achieve the estimates or indicators.
 - (4) The project must not include the payment of incentives, bribes, gratuities or financial rewards to (i) any individual in exchange for becoming a family planning acceptor or (ii) any personnel performing functions under the project for achieving a numerical quota or target of total number of births, number of family planning acceptors, or acceptors of a particular method of contraception. This restriction applies to salaries or payments paid or made to personnel performing functions under the project if the amount of the salary or payment increases or decreases based on a predetermined number of births, number of family planning acceptors, or number of acceptors of a particular method of contraception that the personnel affect or achieve.
 - (5) A person must not be denied any right or benefit, including the right of access to participate in any program of general welfare or health care, based on the person's decision not to accept family planning services offered by the project.
 - (6) The project must provide family planning acceptors comprehensible information about the health benefits and risks of the method chosen, including those conditions that might render the use of the method inadvisable and those adverse side effects known to be consequent to the use of the method. This requirement may be satisfied by providing information in accordance with the medical practices and standards and health conditions in the country where the project is conducted through counselling, brochures, posters, or package inserts.
 - (7) The project must ensure that experimental contraceptive drugs and devices and medical procedures are provided only in the context of a scientific study in which participants are advised of potential risks and benefits.
 - (8) With respect to projects for which USAID provides, or finances the contribution of, contraceptive commodities or technical services and for which there is no subaward or contract under this award, the organization implementing a project for which such assistance is provided must agree that the project will comply with the requirements of this paragraph while using such commodities or receiving such services.
 - (9) Contractor must notify the Company when it learns about an alleged violation in a project of the requirements of subparagraphs (3), (4), (5), or (7) of this paragraph.
- c. Additional Requirements for Voluntary Sterilization Programs
- (1) Funds made available under this award must not be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.
 - (2) Contractor must ensure that any surgical sterilization procedures supported, in whole or in part, by funds from this award are performed only after the individual has voluntarily appeared at the treatment facility and has given informed consent to the sterilization procedure. Informed consent means the voluntary, knowing assent from the individual after being advised of the surgical procedures to be followed, the attendant discomforts and risks, the benefits to be expected, the availability of alternative methods of family planning, the purpose of the operation and its irreversibility, and the option to withdraw consent any

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time prior to the operation. An individual's consent is considered voluntary if it is based upon the exercise of free choice and is not obtained by any special inducement or any element of force, fraud, deceit, duress, or other forms of coercion or misrepresentation.

- (3) Further, Contractor must document the patient's informed consent by (i) a written consent document in a language the patient understands and speaks, which explains the basic elements of informed consent, as set out above, and which is signed by the individual and by the attending physician or by the authorized assistant of the attending physician; or, (ii) when a patient is unable to read adequately a written certification by the attending physician or by the authorized assistant of the attending physician that the basic elements of informed consent above were orally presented to the patient, and that the patient thereafter consented to the performance of the operation, the receipt of this oral explanation must be acknowledged by the patient's mark on the certification and by the signature or mark of a witness who speaks the same language as the patient.
- (4) Contractor must retain copies of informed consent forms and certification documents for each voluntary sterilization procedure for a period of three years after performance of the sterilization procedure.

d. Prohibition on Abortion-Related Activities:

- (1) No funds made available under this award will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and, (v) lobbying for or against abortion. The term "motivate," as it relates to family planning assistance, must not be construed to prohibit the provision, consistent with local law, of information or counselling about all pregnancy options.
- (2) No funds made available under this award will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent, or consequences of abortions is not precluded.

40.12 Protection of the Individual as A Research Subject (April 1998) (include if human subjects are involved in research financed by this contract)

- a. Safeguarding the rights and welfare of human subjects involved in research supported by USAID is the responsibility of the organization to which support is awarded. USAID has adopted the Common Federal Policy for the Protection of Human Subjects, Part 225 of Title 22 of the Code of Federal Regulations (the "Policy"). Additional interpretation, procedures, and implementation guidance of the Policy are found in USAID General Notice entitled "Procedures for the Protection of Human Subjects in Research Supported by USAID," issued April 19, 1995, as amended. USAID's Cognizant Human Subjects Officer (CHSO) in USAID/W has oversight, guidance, and interpretation responsibility for the Policy.
- b. Contractor organizations must comply with USAID policy when humans are the subject of research, as defined in 22 CFR 225.102(d), funded by the Contract must provide "assurance," as required by 22 CFR 225.103, that they follow and abide by the procedures in the Policy. See also Section 5 of the April 19, 1995, USAID General Notice which sets forth activities to which the Policy is applicable. The existence of a bona fide, applicable assurance approved by the Department of Health and Human Services (HHS) such as the "multiple project assurance" (MPA) will satisfy this requirement. Alternatively, organizations can provide an acceptable written assurance to the Company as described in 22 CFR 225.103. Such assurances must be determined by the CHSO to be acceptable prior to any applicable research being initiated or conducted under the award. In some limited instances outside the U.S., alternative systems for the protection of human subjects may be used provided they are deemed "at least equivalent" to those outlined in Part 225 (See 22 CFR 225.101[h]). Criteria and procedures for making this determination are described in the General Notice

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cited in the preceding paragraph.

- c. Since the welfare of the research subject is a matter of concern to USAID as well as to the organization, USAID staff consultants and advisory groups may independently review and inspect research and research processes and procedures involving human subjects, and based on such findings, the CHSO may prohibit research which presents unacceptable hazards or otherwise fails to comply with USAID procedures. Informed consent documents must include the stipulation that the subject's records may be subject to such review.

40.13 Prohibition on the Promotion or Advocacy of the Legalization or Practice of Prostitution or Sex Trafficking (Assistance) (September 2014)

- (a) The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this Contract may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.
- (b) (1) Except as provided in (b)(2), by accepting this Contract, Contractor agrees that it is opposed to the practices of prostitution and sex trafficking.
- (b) (2) The following organizations are exempt from (b)(1):
 - (i) the Global Fund to Fight AIDS, Tuberculosis and Malaria; the World Health Organization; the International AIDS Vaccine Initiative; and any United Nations agency.
 - (ii) U.S. non-governmental contractors/subcontractors and
 - (iii) Non-U.S. contractors and subcontractors if the contract or Contract is for commercial items and services as defined in FAR 2.101, such as pharmaceuticals, medical supplies, logistics support, data management, and freight forwarding.
- (b) (3) Notwithstanding section (b)(2)(iii), not exempt from (b)(1) are non-U.S. contractors, and subcontractors that implement HIV/AIDS programs under this assistance award, any subaward, or procurement contract or Contract by:
 - (i) Providing supplies or services directly to the final populations receiving such supplies or services in host countries;
 - (ii) Providing technical assistance and training directly to host country individuals or entities on the provision of supplies or services to the final populations receiving such supplies and services; or
 - (iii) Providing the types of services listed in FAR 37.203(b)(1)-(6) that involve giving advice about substantive policies of a Contractor, giving advice regarding the activities referenced in (i) and (ii), or making decisions or functioning in a Contractor's chain of command (e.g., providing managerial or supervisory services approving financial transactions, personnel actions).
- (c) The following definitions apply for purposes of this provision:

"Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

"Prostitution" means procuring or providing any commercial sex act and the "practice of prostitution" has the same meaning.

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"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act (22 U.S.C. 7102(9)).

- (d) This provision includes express terms and conditions of the award and any violation of it shall be grounds for unilateral termination of the award by the Company prior to the end of its term.

40.14 Defense Base Act (DBA) Workers' Compensation Insurance for Procurement Contract (December 2014)

Workers' Compensation Insurance (Defense Base Act)

(a) The Contractor must--

- (1) Before commencing performance under this contract, establish provisions to provide for the payment of disability compensation and medical benefits to covered employees and death benefits to their eligible survivors, by purchasing Defense Base Act (DBA) insurance pursuant to the terms of the contract between USAID and USAID's DBA insurance carrier unless the Contractor qualifies as a self-insurer under the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 932) as extended by the Defense Base Act (42 U.S.C. 1651, et seq.), or has an approved retrospective rating agreement for DBA. The Contractor must continue to maintain these provisions to provide such Defense Base Act benefits until contract performance is completed.
- (2) If USAID or the Contractor has secured a waiver of DBA coverage in accordance with AIDAR 728.305-70(a) for contractor's employees who are not citizens of, residents of, or hired in the United States, the contractor agrees to provide such employees with worker's compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employee's native country, whichever offers greater benefits. The Department of Labor has granted partial blanket waivers of DBA coverage applicable to USAID-financed contracts performed in countries listed in the DEFENSE BASE ACT (DBA) WAIVER LIST.
- (3) Within ten days of an employee's injury or death or from the date the Contractor has knowledge of the injury or death, submit Form LS-202 (Employee's First Report of Injury or Occupational Illness) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 930(a), 20 CFR 702.201 to 702.203).
- (4) Pay all compensation due for disability or death within the timeframes required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914, 20 CFR 702.231 and 703.232).
- (5) Provide for medical care as required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 907, 20 CFR 702.402 and 702.419).
- (6) If controverting the right to compensation, submit Form LS-207 (Notice of Controversion of Right to Compensation) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(d), 20 CFR 702.251).
- (7) Immediately upon making the first payment of compensation in any case, submit Form LS-206 (Payment of Compensation Without Award) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(c), 20 CFR 702.234).
- (8) When payments are suspended or when making the final payment, submit Form LS- 208 (Notice of Final Payment or Suspension of Compensation Payments) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914 (c) and (g), 20 CFR 702.234 and 702.235).
- (9) Adhere to all other provisions of the Longshore and Harbor Workers' Compensation Act as extended by the Defense Base Act, and Department of Labor regulations at 20 CFR Parts 701 to 704.

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For additional information on the Longshore and Harbor Workers' Compensation Act requirements see <http://www.dol.gov/owcp/dlhwc/lcdba.htm>.

Contractor must insert the substance of this clause including this paragraph in all subcontracts to which the Defense Base Act applies (all services subcontracts performed overseas).

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ANNEX A: DELIVERABLES/STATEMENT OF WORK

A.1. Statement of Work

[Insert Statement of Work/Statement of Objectives/Performance Work Statement/Specifications]

A.2. Deliverable Specifications

[Insert detailed description of deliverables and other expectations under the Contract.]

A.3. Deliverable Acceptance Criteria

[Insert detailed description of deliverable acceptance criteria under the Contract.]

A.4. Progress Payments

This is a Firm Fixed Price Contract for the delivery of item **XXXXX** at the total price of **\$XXXXX**.

Final deliverables may be submitted **within one week** of the stated **deadline** to be considered on-time unless a separate deadline is approved by the authorized Company Contracting Representative in writing. Final deliverables must be submitted via **email OR INDICATE DELIVERY INSTRUCTIONS** to **POC**.

In consideration of the period of performance, the Company agrees to provide progress/milestone financing payments to the Contractor as outlined below (**INDICATE ITEMS**). The milestone progress payments are financing payments, as opposed to delivery payments, and do not represent payments for completed deliverables. The Company recoups progress payments through deduction of liquidations from payments that would otherwise be due to the Contractor for delivery of completed contract items (i.e. **INDICATE ITEMS**), i.e. **\$XXXX** (Firm Fixed Price). In the event of termination for default, any unliquidated progress payments must be returned to the Company.

All progress payment milestones must adhere to the respective specifications (A.2. Deliverable Specifications) and acceptance criteria (A.3. Deliverable Acceptance Criteria) above in order to trigger a payment. If the final deliverables (**INDICATE ITEMS**) are deemed unacceptable in accordance with the specifications (A.2. Deliverable Specifications) or acceptance criteria (A.3. Deliverable Acceptance Criteria), and the issues are not cured within a reasonable time, as may be approved by the Company, and the contract is terminated for default, the Contractor shall, on demand, repay to the Company the amount of progress payments within 30 days of the notification of termination for default. The Company shall be liable for no payment under this Contract except as provided by the Default clause of this Contract.

A.5. Deliverables Schedule

The deliverables specified in Annex B must be provided and accepted by the due dates specified.

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Commented [MN5]:
When contracting on a fixed price basis, Palladium is paying for the final outcome being successfully completed. Palladium is not paying for interim reports or other items (such as work plans) – the final output is what we need delivered, not the various steps required to get there.

However, we *may* deem it appropriate to allow for progress payments, particularly for contracts with an extended period of performance.

This language provides basis for progress payments towards the final outcome. This may be applied to all or a subset of the overall deliverables.

Commented [MN6]: Based on margin of error.

ANNEX B: PAYMENT SCHEDULE

The following deliverables must be provided and accepted by **[Insert Title of Company Representative]** by the due dates specified.

[explain if drafts will be allowed to be submitted and how long after the draft submission the Company will provide comments and how long after that the final submission must be made and, if accepted, trigger the payment of the corresponding milestone amount below. Indicate if items are progress payments.]

Commented [MN7]: Table format provided below is illustrative only.

Deliverable	Deliverable Description	Required Documentation	Acceptance Criteria	Margin of Error	Due Date	# of items	Price Per Item	Total Price
				Nil				
				Nil				
				Nil				
				Nil				

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ANNEX C: COMPANY POLICIES AND PROCEDURES

By signing this Agreement, Contractor acknowledges that it has received and read the following policies of the Company and agrees to comply fully with such policies in performing this Agreement:

- Business Partner Code of Conduct
- Child Protection Guidelines
- [Insert Others as Required]

All documents can be downloaded in full at <http://www.thepalladiumgroup.com/policies>.

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