

Request for Proposal (RFP)

Subject RFP #:	217805-CORE 0004-Editing Services-CATO-2024
RFP Issue Date:	July 1, 2024
Terms of Reference / Specifications:	Copyediting and formatting services on an as needed basis
Project	217805 PROPEL Health
The Company	Palladium International, LLC
Country of Performance	USA
Closing Date and Time	July 22, 2024, by 5:30 EDT
Contact Person	Brie.Dean@thepalladiumgroup.com
Details for Submission	Please submit our proposals to Brie Dean at Brie.Dean@thepalladiumgroup.com

Thank you for your interest in the above procurement. As implementer for the Project, Palladium invites you to submit a proposal for the terms of reference below. Your proposal must be valid for the Validity Period.

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.

I look forward to your response. If you have any queries, please do not hesitate to contact Brie Dean at Brie.Dean@thepalladiumgroup.com.

Yours sincerely,

Ricardo Silva
Project Delivery Manger

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

1. Background

Palladium is seeking consultants to provide high-quality editing services on an ad-hoc basis for PROPEL health, a five-year USAID-funded project, and other projects. **PROPEL Health** aims to improve the enabling environment for equitable and sustainable health services, supplies, and delivery systems through policy, financing, governance, and advocacy.

Purpose

Consultants will work in coordination with PROPEL Health communications staff to complete a range of projects on an as needed basis. This may include substantive- and copy-editing of technical products including posters, presentations, reports, briefs, curricula, manuals/guides, and other materials, as well as formatting.

Type of Contract

Task Based Consultant Agreement (CA) with different task orders issued under the consultant agreement.

Payment will be made based on the acceptance of deliverables in accordance with quality requirements. No additional payments or reimbursements will be made in addition to the fixed price.

Anticipated Contract Term

Task Based Consultant Agreement with a period of performance from 10/1/2024–9/30/2025. Under the CA, Palladium will issue separate task orders for specific assignments.

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 foundations, investors, governments, corporations, communities and civil society to formulate strategies and implement solutions that generate lasting social, environmental and financial benefits. For the past 50 years, we have been making Positive Impact possible. With a team of more than 2,500 employees operating in 90 plus countries and a global network of more than 35,000 technical experts, Palladium has improved - and is committed to continuing to improve - economies, societies and most importantly, people's lives. Palladium is a child-safe organization, and screens applicants for suitability to work with children. We also provide equal employment to all participants and employees without regard to race, color, religion, gender, age, disability, sexual orientation, veteran or marital status.

Project

PROPEL Health is a five-year USAID-funded \$100 million project awarded to Palladium on September 23, 2022. PROPEL Health aims to improve the enabling environment for equitable and sustainable health services, supplies, and delivery systems through: (1) policy development and implementation, (2) adequate, predictable, and sustainable health financing, (3) enhanced government stewardship, transparency, and accountability, and (4) use of evidence-based advocacy approaches at global, national, and subnational levels to promote best practices. It focuses on family planning/reproductive health (FP/RH), primary healthcare, and the integration of FP/RH with HIV and maternal and child health.

Scope of Work and Standards

PROPEL Health will produce documents such as reports, papers, briefs, etc. in English and wants to ensure the documents are well-written and clear, and formatted appropriately.

Palladium expects high-quality editing and formatting services of documents/presentations/other written collateral produced.

Requirements:

- Experienced editor
- Attention to detail
- Ability to take on formatting requests
- Experience editing technical documents preferred—particularly in the areas of global health, health research, and/or international development
- Collaboration with PROPEL Health communications and technical staff to receive projects and conduct up to three rounds of review via email
- Ability to work efficiently under short deadlines
- Ability to work remotely and coordinate with PRPOEL staff by email, phone, and Teams.

Evaluation and Award Process

Palladium will assess each proposal submission based on compliance with the request for proposals, ability to meet the specific requirements, and best value.

Element	Weight
Qualifications and Experience. <i>Including CV, information from cover letter, past performance, and external/internal reference checks</i>	30%
Quality of Copyediting Services. <i>Samples are required to check quality of copyediting services</i>	40%
Price. <i>Reasonable and cost-effective quote. Hourly rate and estimates for copy editing, substantive editing, and formatting</i>	30%

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.

Instructions to the Offerors

Proposals must be provided in the following format:

- 1- Cover letter (maximum of 2 pages) that demonstrates how the vendor meets or exceeds the required qualifications
- 2- The cover letter must propose price per hour (in USD) for the editing and formatting of documents
- 3- Resume/CV, if applicable
- 4- Editing sample (with changes tracked) and formatting sample
- 5- Three or more customer references with contact name, email, and phone numbers

Deadline for submission of proposals: Monday, July 22, 2024, 5:30 pm EST. Any proposal submitted after the deadline will be automatically rejected. Questions on this RFP are due on Wednesday, July 10, 2024, 5:30 pm EST.

Please submit your proposals and questions by email to Brie Dean at Brie.Dean@thepalladiumgroup.com.

Where a question is raised in response to this RFP, the nature of the query and Palladium's response may be made available to all participants of the quotation process. Palladium will not disclose the source of the query or reveal confidential information. Proposals received after the closing date for questions may not receive a response.

Attachments

Please review the additional documentation and proposed contracts terms and conditions which should be given consideration when preparing your proposal. By submitting your bid you will certify that that you are in

agreement with the contract terms and conditions as included in this solicitation and that all prices include all aspects of the required compliance with the terms and conditions of the proposed contract.

- Due diligence form(s)
- Business Partner Code of Conduct can be found at <https://thepalladiumgroup.com/policies>
- **Copy of the Contract – blank with all the conditions including flowdowns]**

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.

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, Yes No
please note the country and registration
number below

...

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

...

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

...

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

...

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 currently, or have been during the last two years, a 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

Certification

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, or any part of a government. The definition of "Public Official" also includes any official of a political party or any candidate for political office.

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.

Data Collection Notice

If you are completing this form for yourself as an individual, then you acknowledge the following. If you are completing this form for an organisation (whether a company, trust, charity or similar), you acknowledge that you have obtained consent to the following from the relevant individuals.

Palladium is committed to the protection of personal information and compliance with relevant data protection and privacy laws. The information requested by this form is collected directly from you to assess your suitability, or that of a relevant individual, to provide services to Palladium, its clients and/or any of its projects. The information we will collect pursuant to this due diligence exercise is as outlined in this form, but we may also obtain information through an investigative report, which may draw on public registers, interviews or public media. We collect this information on the legal basis of your consent, and then will later use it for the performance of any contract with you or for the performance of any relevant contract with our clients.

This information may be shared with any of Palladium's related companies or relevant clients where such sharing is a) required by a relevant law, our contract with you or with our clients; or b) permitted by a relevant data protection law. Where sharing is with related companies, such related companies will comply with Palladium data protection guidelines.

This information may be provided to our offices/related companies overseas, subject to such overseas offices/related companies being bound by the same data protection standards as the office or company to which you provide the information and provided also that such transfer of information is required as part of fulfilling the purpose of or reasons for the provision of the information, or for the performance of any subsequent contract. An example of this might be that the relevant decision maker or individual involved in the decision is based in another location. Further details are available at <http://thepalladiumgroup.com/legal/our-policies>.

The information you provide will be used to a) make an informed assessment about whether Palladium can enter into an agreement with you or your organisation, b) manage your contract and services with Palladium in the event we enter into an agreement with you, or c) assess certain internal diversity and inclusion metrics. If you do not provide your data or consent to processing by us then we cannot assess your suitability to enter into a contract with you.

Depending on your country of residence, you may have certain data protection or privacy rights. You can find details, including our retention guidelines, at <http://thepalladiumgroup.com/legal/our-policies>. Privacy or data protection queries can be directed to Privacy@thepalladiumgroup.com

Signature:

Name: ...

Title: ...

Date: ...

Independent Consultant Agreement Under Assistance Awards Cover Sheet

INDEPENDENT CONTRACTOR CONSULTANT ORDERING AGREEMENT Between <<INSERT COMPANY NAME>> And <<INSERT CONSULTANT NAME>>

Project Name/Number:	<<...>>
Consultant Name:	<<...>>
Consultant Address:	<<...>>
Consultant Agreement No.:	<<...>>
	<<...>>
Phone:	<<...>>
Email Address:	<<...>>
Title/Position (if applicable):	<<...>>
Consultant's Daily Rate:	\$ _____ per day/hour (N/A in case of Fixed Price Contract)...
Agreement ceiling	Not to exceed _____ hours/days, and Not to exceed \$ _____
Commencement/Start Date:	<<...>>
Completion/End Date:	<<...>>
Consultant Authorized Location of Performance:	<<Insert all applicable locations if travel is involved, if not, state None Specified...>>
Jurisdiction:	<<Enter the location where the Agreement will be enforced; usually the location of the Palladium entity that is hiring the individual>>. For US, laws of District of Columbia apply.
Type of Contract: (check the applicable)	Ordering Agreement with Work Orders on the following basis: <input type="checkbox"/> Estimated Number of Hours/Day to Complete Scope <input type="checkbox"/> Fixed Price with Fixed Term or Deliverables <input type="checkbox"/> Hybrid (Work Orders can either be Hourly/Daily Against Estimate plus reimbursable expenses or Fixed Price with Fixed Deliverables)
Client:	<<...>>
Palladium Liaison:	Name:
	Email:
Palladium Operations Associate or Manager:	Name:
	Email:
Frequency of invoice:	Semi Monthly/Deliverables Based (see deliverables table)
Payment Currency:	<<...>>
Emergency contact details and phone number for Consultant:	<<...>>

Signed by the duly authorized Representative of the Company:	Signed by the Consultant:
Name: <<...>>	Name: <<...>>
Position: <<...>>	Position: <<...>>
Date: Click here to enter a date.	Date: Click here to enter a date.

This Independent Contractor Consultant Ordering Agreement (“Agreement”) is entered into on <<Click here to enter a date>>. by and between:

<<INSERT COMPANY NAME>> having its office at <<insert address>> and hereinafter referred to as ‘the Company’.

And

<<Name of Consultant>> in bold of <<insert address>> hereinafter referred to as ‘the Consultant’.

The Company and the Consultant shall hereinafter be referred to individually as “party” and collectively as the “parties”

WHEREAS:

1. The Company is required to provide services for the implementation of the project described in the Cover Sheet to this Agreement and in Schedule A (“the Project”).
2. The Consultant has represented that he/she is ready, willing, and able to provide services to the Company.
3. Based on the Consultant's representations, the Company has decided to engage the Consultant for a fixed period of time as set out in this Agreement.
4. During this fixed period of time, the Company will engage the Consultant's services for discrete Work Orders. The Work Orders will define the specific requirements, objectives and deliverables.
5. The Consultant has agreed to provide the services as defined in this Agreement for the consideration and on the terms and conditions contained in this Agreement.

1. Schedules and definitions

1.1. The Schedules to this Agreement are as follows and form part of this Agreement:

- Schedule A – Services and Scope of Work
- Schedule B – Work Order Format
- Schedule C – Fees and payment terms
- Schedule D – Certifications and Representations
- Attachment A – Security Regulations applicable to partners (if applicable)

In addition to the terms defined elsewhere in the Agreement, the following terms (whether or not capitalized) shall have the meanings indicated below:

“ADS” means USAID’s Automated Directives System, which sets forth policies and procedures for USAID-funded activities and is available online at <http://www.usaid.gov/who-we-are/agency-policy>

“Approve” or “approval” by the Company means prior written approval by an authorized representative of the Company designated in [insert where] of the Agreement.

“CFR” means the U.S. Code of Federal Regulations, which is available online at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>.

“Chief of Party” means [insert name/position or where in the Agreement the COP is identified].

“Cooperating Country” means any country or countries other than the United States in which Consultant performs work under the Agreement.

“Including” means “including but not limited to” (i.e., without limitation).

“Personnel” means both employees and individual independent contractors.

“USC” means the United States Code, which is available online at <http://uscode.house.gov/>.

1.2. Words and expressions identified or defined in the Schedules and in the remainder of this Agreement shall have the identified or defined meaning assigned to them, unless the context otherwise requires.

1.3. The Cover Sheet to this Agreement forms part of the Agreement

1.4. Prime Award means and refers to the main award entered into with the Client for the implementation of the Project.

2. Services, Scope of Work and Work Order Mechanism

- 2.1. This is an Ordering Agreement which will issue Work Orders on an Estimated Number of Hours/Day to Complete Scope basis, a Fixed Price with Fixed Term or Deliverables basis, or a hybrid basis as indicated on the Cover Sheet. The Consultant shall provide services in response to Work Orders within the areas specified in Schedule A ("the Services"). The Company is not obligated to offer any minimum amount of work pursuant to this Agreement and the Consultant is not obligated to accept any Work Order that is offered.
- 2.2. This Ordering Agreement has an overall ceiling price listed on the Cover Sheet. The maximum aggregate dollar value of Work Orders awarded must not exceed the Agreement ceiling.
- 2.3. Work Orders will be issued as the need arises. Work Orders under this Ordering Agreement will be negotiated based on the terms of this Agreement.
- 2.4. Work Orders will contain the following:
 - 2.4.1. a firm fixed price for the services to be provided; or a rate per hour or day up to a ceiling,
 - 2.4.2. a schedule of deliverables to be provided or services to be rendered,
 - 2.4.3. a schedule of payments that the Consultant shall receive upon receipt and acceptance by the Palladium Liaison or their designee for a single or group of deliverables.
 - 2.4.4. Work Orders will be issued in the format stipulated in Schedule B.
- 2.5. Changes to this Agreement or in any of the Services (as defined in the applicable Work Order) shall be effective only if accepted in writing by both Parties.
- 2.6. The Terms and Conditions included in this Agreement apply to all Work Orders made pursuant to it. In the case of any conflict between the terms of this Agreement and the terms of any Work Order, the terms of this Agreement shall prevail.
- 2.7. Any Services that the Company wishes the Consultant to carry out pursuant to this Agreement shall be set out in a Work Order that the Consultant must indicate their acceptance of within five (5) work days of being offered the Work Order.
- 2.8. Work Orders must be submitted in writing via electronic mail. Work Orders may only be issued by the Palladium Liaison indicated on the Cover Sheet.
- 2.9. For Work Orders on an Estimated Number of Hours/Day to Complete Scope basis, the Consultant will be required to complete and submit to the Company a monthly signed time sheet. The timesheet will include the number of productive hours the Consultant has worked on a daily basis.
- 2.10. The Consultant shall:
 - 2.10.1. Exercise the highest standard of skill, care, ability and diligence that would be expected of an expert professional provider of the Services;
 - 2.10.2. Act in good faith and in the best interests of the Company and the Client;
 - 2.10.3. Notify the Company as soon as it becomes aware of any event, issue or circumstances which may adversely affect the performance of the Consultant's Services or the Company or the Project; and
 - 2.10.4. Comply with all laws affecting the performance of the Services, including laws and procedures of the Recipient Country.

3. Consideration and Payment Terms

- 3.1. In consideration for the Services provided, the Company shall pay the Consultant in accordance with the Work Order and Schedule C (Fees and payment terms) upon submission of an invoice.

- 3.2. If there are any disputed charges, the Company will notify the Consultant and the parties shall work together in good faith to resolve such disputes. The Company may require the Consultant to submit additional information to assist in determining whether an amount is payable or not. The Consultant's invoice must include at a minimum the information detailed in Schedule C.

4. Taxes and other statutory deductions

The Consultant agrees that he/she will provide the Services as an independent contractor and, will bear sole responsibility for the payment to appropriate government agencies of any tax or other required payment, including but not limited to federal, state, and local income taxes, FICA or social security contributions, workers' compensation contributions, unemployment compensation contributions, and Medicare contributions which may be found due from him/her in relation to any payments or arrangements made under this Agreement. The Company shall not be liable, under any circumstances, for the Consultant's tax obligations that may arise in connection with this Agreement. The Consultant agrees to indemnify the Company and hold it harmless if the Company incurs damages in the form of back taxes, payments, fines, interest, or penalties due to the Consultant's failure to pay any required tax or other payment to a government authority.

- 4.1. The Consultant acknowledges that under the Prime Award, the Company is required to ensure this Agreement adequately protects the interests of the Client and ensures compliance with the Client's policies and requirements.
- 4.2. The Consultant shall comply with all parts of the Prime Award that have relevance to and/or impact on the provision of the Services. The Consultant shall take such steps and give all reasonable assistance so as to enable the Company to comply with the Prime Award and the Company shall supply all relevant information about the terms of the Prime Award to enable the Consultant to comply with the obligations in this clause.

5. Independent Contractors

The parties agree that this Agreement creates an independent contractor relationship, not an employment relationship. This Agreement shall not be construed as an authority for either party to act for the other party in an agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other. The parties agree that, as an independent contractor, the Consultant is free to determine when and where to perform the services and by what means to perform the services, subject only to the parameters of the Prime Award's requirements and the deadlines established by this Agreement. It is the Consultant and not the Company who shall determine the manner and means by which the Consultant performs the Services. The Company shall not provide tools or work equipment to the Consultant. Consultant is expected to supply its own tools, including laptop computer, cell phone, or other equipment needed to perform the Services. Consultant shall not be provided with a Company e-mail address, business cards, or other benefits. Consultant is not required to adhere to a dress code or to wear a uniform, although it may be required to comply with the Client's security procedures when on a project site. No representative of the Company shall supervise the Consultant in the performance of Services. The Consultant is free to perform work for third parties during the duration of this Agreement as long as such work does not interfere with, create a conflict with, or prevent the Consultant from meeting its obligations under this Agreement.

6. Term and Termination

- 6.1. This Agreement shall come into force on the Commencement Date and shall end on the Completion Date (both as set out in the Cover Sheet to this Agreement) and the Agreement ceiling/Period of input shall be as set out in the Cover Sheet to this Agreement (and shall not in any event be longer than 180 days). The Company may, without cause, terminate this Agreement before the Completion Date by giving the Consultant ten (10) days written notice unless the Company's Client request termination of the Consultant's services sooner per 6.2 below.
- 6.2. However, notwithstanding the above, the Company shall be entitled to terminate this Agreement immediately for convenience without notice if the:

- 6.2.1.1. Consultant breaches a provision of this Agreement and, if the Consultant does not remedy such breach within five (5) working days from the date of written notice by the Company to the Consultant requiring the breach to be remedied;
 - 6.2.1.2. Services of the Consultant are found to be unsuitable or the quality of any part or aspect of the Services is found to be unsatisfactory or sub-standard in nature;
 - 6.2.1.3. Consultant fails to perform the Services as stated in this Agreement;
 - 6.2.1.4. Consultant behaves in a way that is fundamentally inconsistent with the conduct of a technical professional, including serious misconduct or other conduct that is likely to bring the Company or the Client into disrepute;
 - 6.2.1.5. Consultant is convicted of or pleads guilty or nolo contendere to a felony or any offense involving theft, fraud, or immoral behavior;
 - 6.2.1.6. Prime Award is terminated or suspended or funding from the Client is withdrawn;
 - 6.2.1.7. Consultant provides to the Company a clear indication that it will not or is unable to perform its duties under this Agreement; or
 - 6.2.1.8. Client confirms that the services of the Consultant are no longer required.
- 6.3. Following the termination of this Agreement, the Consultant shall continue to be bound by the confidentiality provisions as stated in this Agreement.
- 6.4. On termination of this Agreement, the Consultant agrees promptly to submit a final invoice, and the Consultant will be entitled to payment for all work in respect of the Services that are satisfactorily completed before the effective date of termination, including those which have not yet been invoiced at the time of termination, provided they are not in dispute with the Company.
- 6.5. On termination of this Agreement, the Company will be entitled to recover from the Consultant any loss or damage incurred by it as a result of the termination.
- 6.6. Upon termination of this Agreement, the Consultant agrees to:
- 6.6.1. Immediately return to the Company all Confidential Information and other materials or documents relating to the Scope of Work and/or the Services that are in his/her possession (completing and handing over any on-going work in any notice period)
 - 6.6.2. If Consultant has provided any services on site at a Company facility, vacate and cease to use the premises of the Company that may have been made available to the Consultant for providing the Services;
 - 6.6.3. In the event that the Consultant is providing the Services under an aid visa in the country of performance of the Project, ensure that he/she exits the country within a week of termination by the Company and in accordance with the immigration laws of the country in which the Services are provided.

7. Defective Services

The Consultant will provide consistently high levels of service. The Consultant will complete the Service(s) by such dates(s) as specified in the Schedule(s), unless prevented from doing so by circumstances beyond the reasonable control of the Consultant. If, in the sole discretion of the Company, the Consultant's Services are not usable, do not meet the requirements of the Agreement, are not completed in accordance with the scope of this Agreement, or are not performed in a timely manner, the Company shall promptly notify the Consultant. The Company may elect to a) require the Consultant to re-perform the Services in a manner acceptable to the Company, at no additional cost, or b) pursue its remedies under Clause 7, Term and Termination.

8. Force Majeure

- 8.1. "Force Majeure" means any of the following where they are beyond the control of the Company or the Consultant and where they make it impossible to perform an obligation under this Agreement:

- 8.1.1. Any act or omission by the government of the United States or any other authority or agency of the government of the United States;
 - 8.1.2. An Act of God;
 - 8.1.3. War hostilities (whether war declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo;
 - 8.1.4. Rebellion, revolution, insurrection or military or usurped power or civil war;
 - 8.1.5. Contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly; and
 - 8.1.6. Riot, commotion or disorder, provided that the Company is also able to terminate the Prime Award without penalty.
- 8.2. The Consultant must immediately notify the Company of the occurrence of an event considered as Force Majeure by the Consultant. The Consultant must take reasonable precautions, due care and reasonable alternative measures in order to mitigate the effects of the Force Majeure. The Consultant must submit to the Company, reasonable proof of the nature, expected duration of the Force Majeure and its effect upon the performance of his/her obligation under this Agreement.
- 8.3. Upon receipt of such notification from the Consultant, the Company must decide whether or not such event constitutes Force Majeure, if the Company considers an event of Force Majeure has occurred, the Company may, in its sole discretion, suspend the performance of the obligations by the Consultant under this Agreement until such time the events constituting Force Majeure have ceased and if such cessation is not possible, terminate this Agreement by providing written notice of not less than seven (7) days to the Consultant

9. Expenses

The Company will not reimburse the Consultant for local travel expenses, use of a personal vehicle for local travel, parking expenses, office supplies, cell phone, laptop computer, internet service, or other reasonably foreseen expenses relating to the Consultant's performance of day-to-day work under this Agreement. Subject to the terms set out in Schedule C, the Consultant shall be permitted to invoice the Company for, and obtain reimbursement for, reasonable and necessary unforeseen or extraordinary expenses properly incurred for the purpose of performance of this Agreement, such as out-of-town travel expenses, provided such expenses are reasonable and have been approved in writing in advance by the Operations Manager or Team Leader. The Consultant shall include with its invoice proper documentation and proof of payment (original receipts, bills etc.) evidencing all the expenses incurred by the Consultant within thirty (30) days of incurring such expense(s), failing which the Company shall not be liable to reimburse.

10. Policies, Procedures, and Conflicts of Interest

- 10.1. The Consultant will comply with and follow all Standard Operating Procedures and Guidelines, Procedural Manuals and Safety and Security Plans for the Project that are required by the Prime Award and are provided to the Consultant by the Company.
- 10.2. The Consultant agrees not to engage in any activity, practice or conduct that conflicts with or appears to conflict with the interests of the Company. However, the Consultant may provide similar services to third parties that do not in any way prejudice the provision of Services to the Company under this Agreement. Furthermore, the Consultant agrees to notify the Company of any situation involving an actual or potential conflict of interest which may arise in the course of performance by the Consultant of any obligation pursuant to this Agreement.

11. Consultant Representations and Warranties

- 11.1. The Consultant represents to the Company that he/she is duly qualified to perform the Services and has the requisite qualifications, knowledge, experience, professional licenses, and ability to perform the Services for the Company as per this Agreement. The Consultant

acknowledges and agrees that the Company's decision to engage him/her was made on the basis of the representations, statements and information furnished by him/her to the Company. In this connection, the Consultant warrants and represents that all such representations, statements and information given by him/her to the Company are true and correct. The Consultant agrees to inform the Company, in writing, of any changes in such representations, statements and information promptly and, in any case, within three (3) days of such change.

- 11.2. The Consultant shall give to the Company such explanations, information and assistance as the Company may reasonably require.
- 11.3. The Consultant agrees and undertakes that he/she will comply with all applicable laws, rules and statutory provisions and other requirements and shall not, in the performance of his/her duties and obligations under this Agreement, accept or offer or pay or give any inducements or gratification or bribes or indulge in any acts or omissions or conduct which would amount to an offense under any law or regulation.
- 11.4. The Consultant agrees to the Company storing and processing his/her personal data and consents to the Company exporting his/her data for the purpose of business activities.
- 11.5. The Consultant agrees and acknowledges the inherent risks connected with performing the Services and will proactively manage risks associated with his/her performance of Services under this Agreement.
- 11.6. The Consultant agrees to provide the deliverables/work papers required by the statement of work of this Agreement as detailed in the Work Order.

12. Confidentiality, Proprietary Rights and Publication

- 12.1. The Consultant acknowledges that during the Term of this Agreement with the Company the Consultant may become acquainted with or have access to Confidential Information and agrees to maintain the confidence of the Confidential Information and to prevent its unauthorized disclosure to or use by any other person, firm or company.
- 12.2. "Confidential Information" means any Company proprietary information, technical data, trade secrets or know-how, including, but not limited to business information, bid or tender related documents, proposal process, research, marketing, technical, financial information, product plans, pricing information, products, services, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, and any other information relating to its personnel, clients, customers, affiliates or agents disclosed to the Consultant by the Company either directly or indirectly. All information gathered under this Agreement by the Consultant including but not limited to the contents of this Agreement and all reports and recommendations hereunder shall also be treated as Confidential Information. The Consultant shall not disclose or use any Confidential Information except to the extent that such disclosure or use is:
 - 12.2.1. Strictly necessary for the performance of the services;
 - 12.2.2. Required by law;
 - 12.2.3. Authorized by prior written approval from the Company; or
 - 12.2.4. Already in or comes into the public domain other than through the Consultant's unauthorized disclosure.
 - 12.2.5. The Consultant agrees that this obligation applies during the Term and after termination of the Agreement.
- 12.3. All data, results, discoveries, inventions, improvements, reports and other works of authorship, trade secrets, and any other work product or deliverables (collectively, "Invention/Work(s)"), whether or not patentable or subject to copyright, which may be made, written, conceived or otherwise provided by the Consultant in performing the Services, either alone or in conjunction with others, in whole or in part, is work made for hire and shall be the sole and

exclusive property of the Company. The Consultant agrees upon the Company's request and at the Company's expense to provide reasonable cooperation and assistance in the prosecution, defense and maintenance of any such patent and copyright rights. Unless and until covered by Letters of Patent or otherwise disclosed to the public by the Company, the Consultant will treat all such Inventions/Works as Confidential Information hereunder. Upon the completion or termination of the Services, the Consultant shall promptly return to the Company all Confidential Information and any Inventions/Works developed in the course of providing the Services.

- 12.4. The Consultant may not publish, exhibit or lecture on matters directly relating to the Services, unless the Consultant first obtains the Company's prior written consent thereto (which the Company may grant or deny in its sole discretion), and the manuscript, exhibit or speech shall have been approved in writing by the Company. The Company and/or the Client specifically reserves the right to use for any purpose, to reproduce, use, and disseminate all or part of any paper written utilizing data generated from this Agreement or the Services and any such written paper shall be treated as an Invention/Work.
- 12.5. The Consultant shall be responsible for ensuring that no data or information of any nature owned by a third party is included in any data or Invention/Work as part of the Services without the prior written permission of the copyright owner and without clearly identifying such data or information to the Company prior to or at time of delivery to the Company.
- 12.6. In the event that the Consultant includes any pre-existing Invention/Work in any Invention/Work produced as part of the Services pursuant to this Agreement the Consultant shall clearly identify such pre-existing Invention/Work to the Company prior to or at the time of delivery to the Company and the Company shall have a non-exclusive perpetual worldwide license to use such Invention/Work to the extent necessary to make use of the Services and any Invention/Work created pursuant to this Agreement.

13. Indemnity and Insurance

- 13.1. The Consultant indemnifies and agrees to keep the Company including its officers, directors, employees and agents of the Company and its Client indemnified from and against any loss, damages, expenses or costs (including costs of any settlement) arising from any claim, demand, action, suit or proceeding that may be made or brought by any person against the Company, its officers, directors, employees and agents of the Company and its Client or any of them for or in respect of the Consultant's role in conduct that results in
 - 13.1.1. Personal injury or death of any person; or
 - 13.1.2. Loss of or damage to any property or any other loss or damage arising out of or as a consequence of the performance or failure to perform the Services, any breach of the terms of this Agreement and/or breach of warranty or representation, statutory duty, and/or tortious acts or omissions by the Consultant;
- 13.2. It is clarified that under no circumstances shall the Company be liable to the Consultant or any third party in connection with the Services or any other act or omission performed by the Consultant under or in connection with this Agreement.
- 13.3. During the term of this Agreement the Consultant agrees to provide professional indemnity insurance coverage as required by law or regulation or as reasonably required to ensure the performance of this Agreement and Schedules. The Consultant agrees to provide evidence of liability insurance coverage as required by law as well as any other coverage that may be required as a condition of providing the Services. If requested by the Company, the Consultant will furnish to the Company a certificate of insurance evidencing such coverage and including a provision whereby fifteen (15) days' notice must be received by the Company prior to a material change in coverage or cancellation by either the Consultant or the insurer.

13.4. The Consultant understands that the Company will not be responsible for any medical issues, emergency evacuation and loss of personal property or any other losses suffered by the Consultant while providing the Services while working within their home country. If the Consultant is asked to travel outside the Project Location, or their home country if different, for the purposes of this Agreement, the Company will reimburse Consultant for the cost of travel insurance coverage for the portion of those Services provided outside the Project Location or home country, if different, of this Agreement. The Consultant should arrange for personal mitigation arrangements under any such situations where they are providing Services in the Project Location or their home country, if different.

14. Personal Health

The Consultant is responsible for all aspects of health and hygiene for him/herself. Insurance claims against the Company cannot be entertained if normal vaccination and prophylactics procedures appropriate to the areas where the Services are performed have not been followed.

15. Non-solicitation

During the term of this Agreement and for twelve (12) months following expiration or termination of this Agreement, the Consultant will not, without the consent of the Company, either directly or indirectly solicit, induce, recruit, persuade or otherwise endeavour to cause or attempt to cause any employee, consultant or sub-contractor engaged with the Company to cease working for the Company.

16. Notices

16.1. Notices shall be in writing and shall be delivered either by prepaid and registered post, by hand, by facsimile or by email to the other party (in the case of a notice sent by post at the address specified in this Agreement or such other address as is subsequently notified by one party to the other).

16.2. Notices will be deemed to have been received:

16.2.1. If sent by prepaid registered post, on the day the mail would be delivered in the ordinary course of mail;

16.2.2. If hand delivered by 5pm on a business day in the place of receipt, that business day, otherwise the following business day in the place of receipt;

16.2.3. If sent by facsimile, successfully sent (as noted on the sender's fax machine) by facsimile by 5pm on a business day in the place of receipt, that business day, otherwise the following business day in the place of receipt; and

16.2.4. If by email, the date of acknowledgement of receipt of the email by the other party by return email.

If to the Consultant:

<<Insert Consultant contact information here>>

17. Miscellaneous

17.1. This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter covered, and all prior agreements, understandings, covenants, promises, warranties, and representations, oral or written, express or implied, not incorporated in this Agreement are superseded.

17.2. This Agreement may not be amended or supplemented in any way except in writing, dated and signed by the Consultant and the authorised representative of the Company.

17.2.1. The following clauses shall survive any termination of this Agreement:

17.2.2. Confidentiality, Property Rights and Publication

- 17.2.3. Indemnity and Insurance
- 17.2.4. Non-solicitation
- 17.2.5. Miscellaneous
- 17.2.6. Publicity

- 17.3. In the event any one or more of the provisions (or portion(s) thereof) of this Agreement are held invalid or otherwise unenforceable, the remaining portion of any such provision and of the other terms of this Agreement shall continue in full force and effect to the fullest extent permitted by applicable law.
- 17.4. This Agreement is not assignable or transferable by the Consultant, in whole or in part. This Agreement shall inure and be binding upon the Consultant and the Company, or any assignees of the Company.
- 17.5. Waiver by either party of any provision of this Agreement shall not be construed as a waiver of any other provision.
- 17.6. Notwithstanding anything to the contrary herein, any reference to Standard Operating Procedures & Guidelines shall mean such documents of the Company and/or its parent company as may be issued from time to time.

18. Governing Law

This Agreement shall be governed by and construed in all respects in accordance with the laws of the jurisdiction set out on the Cover Sheet to this Agreement and shall be subject to the exclusive jurisdiction of the Courts of such country.

19. Publicity

Consultant agrees not to name the Company or any associated companies, including their parents or subsidiaries, nor their clients, and shall not disclose the existence of this Agreement, to any third party in press releases, promotional materials, or advertising, without prior written consent of the Company.

20. Cooperation and Further Assurances

The Parties shall cooperate with each other in all aspects of this Agreement (including the security requirements as stated in any security plan and standard operating procedures for the Project) and shall, from time to time, as may be required, execute and deliver all such further documents and instruments and take all actions as the other Party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

21. Marking

In accordance with USAID policy, the Project uses exclusive branding and marking. All program related deliverables, commodities, or communications to be produced and delivered under the Prime Award are branded with the USAID logo so that the assistance delivered can be clearly credited to the American people.

22. Ethics, Business Conduct and Safeguarding

During the performance of services under this Agreement, Consultant agrees to comply with Palladium's guidelines for Palladium Subcontractors and Partners, related to the areas of professional behavior, business conduct, ethics and safeguarding. A copy of the applicable guidelines may be found at: <https://thepalladiumgroup.com/policies>

23. OTHER CLAUSES APPLICABLE TO CONSULTANT BY PRESCRIPTION IN THE PRIME AWARD

23.1. DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (JUNE 2012)

Consultant certifies that they are not presently excluded or disqualified from participation in this transaction by any Federal department or agency. 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.

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

Consultant 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/faq_sanctions_list.shtml).

23.3. TRAFFICKING IN PERSONS (APRIL 2016)

a. Consultant 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 agreement;
 - (3) Use of forced labor in the performance of this agreement;
 - (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 agreement, 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. If the Consultant receives any credible information from any source that alleges that the Consultant has engaged in any of the prohibited activities identified in this provision, the Consultant 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.
 - d. Palladium may direct the Consultant to take specific steps to abate an alleged violation or enforce the requirements of a compliance plan.
 - e. For purposes of this provision, "employee" means an individual who is engaged in the performance of this agreement as a direct employee, consultant, or volunteer of the Consultant or any subcontractor.

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

- a) 41 U.S.C. § 4712 states that Consultant 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 individual 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
- vi. for, or negotiation of, a contract or grant).

- c) To qualify under the statute, the Consultant'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,
 - vii. discover, or address misconduct.

23.5. NONDISCRIMINATION AGAINST BENEFICIARIES (NOVEMBER 2016)

(a) USAID policy requires Consultant not discriminate against any beneficiaries in implementation of this agreement, such as, but not limited to, by withholding, adversely impacting, or denying equitable access to the benefits provided through this agreement 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 Consultant to target activities toward the assistance needs of certain populations as defined in the award.

23.6. MANDATORY DISCLOSURES (JULY 2015)

Consistent with 2 CFR §200.113, Consultant 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 §200.338 Remedies for noncompliance, including suspension or debarment (See 2 CFR 180, 2 CFR 780 and 31 U.S.C. 3321).

23.7. 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 Agreement 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) By accepting this Agreement, Consultant agrees that they are opposed to the practices of prostitution and sex trafficking.

(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.

“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 Agreement and any violation of it shall be grounds for unilateral termination of the Agreement by the Company prior to the end of its term.

Schedule A: Services and Scope of Work

In describing the scope of work, we should be careful to describe the result that the Company wants the Consultant to achieve, not the manner and means by which the Contractor will achieve that result. Deadlines for deliverables are fine, and even an interim deadline is okay, but a schedule of deadlines or specification of hours of work, location of work, or work standards that are not required by the Prime Award should be avoided.

For a work order-based agreement, describe the service areas, types of services, or other requirements that it is anticipated that the Company will order services for. Avoid firm commitments – put those in the Work Orders.

It is recommended that the pricing methodology that will be applied to each work order be stated in this section for the avoidance of doubt when negotiating work orders.

[End of Schedule A]

Schedule B: Work Order Format

**WORK ORDER UNDER INDEPENDENT CONTRACTOR CONSULTANT ORDERING AGREEMENT
BETWEEN PALLADIUM INTERNATIONAL, LLC AND NAME OF CONSULTANT**

Company Name	Palladium International LLC
Project Name/No.	Click or tap here to enter text.
Project Client Name	Click or tap here to enter text.
Recipient Country	Click or tap here to enter text.
Consultant Name	Click or tap here to enter text.
Independent Consultant Agreement No.	Click or tap here to enter text.
Consultant Work Order Number	Click or tap here to enter text.
Effective Date of the Work Order ("Effective Date")	Click or tap to enter a date.
End Date of the Work Order ("Term")	Click or tap to enter a date.
Work Order Type:	<input type="checkbox"/> Estimated Number of Hours/Day to Complete Scope <input type="checkbox"/> Fixed Price with Fixed Term or Deliverables <input type="checkbox"/> Hybrid (Work Order is either Hourly/Daily Against Estimate plus reimbursable expenses or Fixed Price with Fixed Deliverables)
Work Order Ceiling:	Click or tap here to enter text.

This Agreement is a Work Order under the Independent Contractor Consultant Ordering Agreement referenced above. All terms and conditions included in the subject Agreement apply to this Work Order. This Agreement is governed by the laws of the Agreement Jurisdiction and the Parties submit to the jurisdiction of the courts of such place. This Work Order, and the applicable clauses of the Consultant Agreement, constitutes the entire agreement between the Parties. Any prior understanding, representation, or warranty of any kind preceding the date of this Work Order is hereby superseded by this Work Order.

Signed for the Company:	Signed for the Consultant:
Name: Click or tap here to enter text.	Name: Click or tap here to enter text.
Position: Click or tap here to enter text.	Position: Consultant
Date: Click or tap to enter a date.	Date: Click or tap to enter a date.

1. Statement of Work

[INSERT as appropriate]

2. Schedule of Reports/Deliverables and Invoicing (if invoicing terms are based on deliverables)

#	Report and Deliverable	Criteria for Acceptance	Deadline	Acceptable Deviation for deadlines before default	Authorized Acceptance Representative of Palladium	Payment Amount (if applicable on delivery)

1. Reports and Deliverables Submission: All technical reports and deliverables, and any attachments should be submitted electronically to the Company liaison named above.
2. Advance Payments and Retainers are at the discretion of the Company.
3. Reimbursables: [if any]

Upon receipt of an appropriate invoice, Palladium will reimburse the Consultant for a) cost of:

- Airfares (provided they comply with applicable regulations. Consultant shall consult the Company in advance of purchasing air tickets, if authorized under this Agreement)
- Per Diem as follows [include conditions for payment of per diem]
- Miscellaneous [include the types of expenses and not to exceed amount]

[End of Schedule B]

Schedule C: Fees and Payment Terms

1. Fees:
 - 1.1. The Consultant's rates will remain fixed until completion of the Services;
 - 1.2. Neither party guarantee(s) or promise(s) any minimum level of Services under this Agreement or the Schedule(s),
 - 1.3. The Company shall only be liable for payment for Services actually performed at the rates or prices, and not in excess of maximum levels, set out in the cover sheet to this Agreement as obligated in Work Orders, if any.
2. Invoice and Payment: The Consultant shall submit invoice(s) within two days of end of invoice period (month or delivery of report/deliverables as the case may be). The final invoice, marked final, must be submitted no more than 30 calendar days after completion of services. Invoice submitted more than 30 calendar days after completion of services and/or expenses are subject to non-payment at the sole and absolute discretion of the Company. The Company assumes no liability for the delayed invoices beyond 30 days after completion of the work by the Consultant.
3. Invoices shall include the following minimum information and marked to the attention of the Company Liaison named in the Cover Sheet for approval:
 - 3.1. Invoice Number
 - 3.2. Consultant Name, Agreement Number, and Work Order Number
 - 3.3. Consultant Tax ID Number
 - 3.4. Invoice Period and Submission Date
 - 3.5. Detail of Days and Hours Worked, or the Detail of Deliverables or Reports Submitted, as applicable
 - 3.6. Detail and Supporting Documentation for other authorized expenses
 - 3.7. Consultant's Signature.
4. Payment: The Company's approval is a pre-requisite for payment. The invoice for Services and/or expenses, except for any amounts disputed by the Company in good faith, shall be payable within 30 business days from the date of submission subject to acceptance by and approval of the Company. Time taken by the Consultant in making any changes to the deliverables as required by the Company within the scope of work will not be counted for the purpose of 30 business days. Payment will be made in the currency as indicated on the Cover Sheet.
5. Records: The Consultant shall maintain complete and accurate accounting and time records in accordance with generally accepted accounting principles which substantiate the Consultant's charges and expenses hereunder, and the Consultant shall retain such records for a period of three (3) years from the date of final payment under this Agreement.
6. Audit: During the term of this Agreement and up to a period of three years after the final payment under this agreement, the Consultant will permit representatives of the Company and/or its client to audit the Consultant's office and to audit the Consultant's work at a reasonable time and in a reasonable manner, to determine the adequacy of completion of the agreed upon Services and compliance with this Agreement.

[End of Schedule C]

Schedule D: Certifications and Representations

1. Certification Regarding Debarment and Suspension

(1) Consultant certifies to the best of its knowledge and belief that they:

- a. Are not presently debarred, suspended, proposed for disbarment, or declared ineligible for the award of contracts by any Federal agency;
- b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with, commission of any of the offenses enumerated in paragraph b. of this certification;
- d. Have not, within a three-year period preceding this Agreement, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied; and
- e. Have not within a three-year period preceding this Agreement had one or more contracts terminated for default by any Federal agency.

2. Certification Regarding Terrorist Financing

By signing this Agreement, the Consultant provides and is bound by the certification set out below:

1. Consultant, to the best of Consultant's current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3. The certification in the preceding sentence will not be deemed applicable to material support or resources provided by the Consultant pursuant to an authorization contained in one or more applicable licenses issued by the U.S. Treasury's Office of Foreign Assets Control (OFAC).
2. The following steps may enable Consultant to comply with its obligations under paragraph 1:
 - a. Before providing any material support or resources to an individual or entity, Consultant will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx> or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by the Company to Consultant.
 - b. Before providing any material support or resources to an individual or entity, Consultant also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Usama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, Consultant should refer to the consolidated list available online at the Committee's website: https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list.
 - c. Before providing any material support or resources to an individual or entity Consultant will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.
 - d. Consultant also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

3. For purposes of this Certification:

- a. "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safe houses, 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. "Terrorist act" means-
- i. an act prohibited pursuant to one of the 19 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <https://www.un.org/sc/ctc/resources/international-legal-instruments/>); or
 - ii. an act of premeditated, politically motivated violence perpetrated against noncombatant targets by sub-national groups or clandestine agents; or
 - iii. any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.
- c. "Entity" means a partnership, association, corporation, or other organization, group or subgroup.
- d. References in this Certification to the provision of material support and resources shall not be deemed to include the furnishing of USAID funds or USAID-financed commodities to the ultimate beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless Subcontractor has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.
- e. Consultant's obligations under paragraph 1 are not applicable to the procurement of goods and/or services by Consultant that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless Consultant has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

Any violation, notified or discovered, of this Certification prior to completion of the Agreement shall be grounds for voidance of the Agreement in its entirety by the Company and no costs shall be recoverable by the Consultant. Any violation of this Certification, notified or discovered after any of the Work has been performed under this Agreement shall result in immediate termination of this Agreement by the Company and no payments for any Work performed or goods delivered prior to such termination shall be made without express written approval of USAID.

3. Certification of Compliance with Laws and the U.S. Foreign Corrupt Practices Act

Consultant shall comply with all laws and regulations in the jurisdictions where it is performing under this Agreement. Consultant is familiar with applicable anti-corruption, anti-bribery, anti-kickback, laws and regulations and will not undertake any actions that may violate these laws and regulations. Consultant is familiar with the U.S. Foreign Corrupt Practices Act (the "FCPA"), its prohibitions and purposes, and will not undertake any actions that may, if taken by a U.S. person, violate the FCPA.

Accordingly, Consultant hereby agrees that:

1. Consultant will not employ a person who is a governmental official or employee, including employees of government owned or government-controlled corporations, agencies or bodies.
2. Consultant will not, directly or indirectly, make any payment, offer or promise to make any payment or transfer of anything of value to a governmental official or employee, or to any political party or any candidate for political office, with the purpose of influencing decisions favorable to the Consultant and its business in contravention of the FCPA or other applicable laws.
3. Consultant will immediately advise the Company in writing in the event that any person employed by or associated with Subcontractor becomes such government official, political party official or candidate.

4. Consultant shall maintain true and accurate records necessary to demonstrate compliance with the Agreement (including the requirements of this Certification) and shall provide to the Company evidence of such compliance upon simple request.

5. Consultant shall provide the Company and/or its representatives, with access to financial records and supporting documentation to demonstrate the existence of normal and anticipated payment patterns and financial arrangements as well as transparency in expenses and accounting records related to transactions arising out of this Application.

6. Consultant understands that if it fails to comply with any of the provisions of this Certification (irrespective of the size, nature or materiality of such violation), such failure shall be deemed to be a material breach of any resulting Agreement and, upon any such failure, the Company shall have the right to terminate any Agreement with immediate effect upon written notice to Consultant, without penalty or liability of any nature whatsoever.

I hereby certify that the above specified certifications are true

Consultant Name: Click or tap here to enter text.

Consultant Title (print) Click or tap here to enter text.

Consultant Signature

Date Click or tap to enter a date.