

February 2, 2024

Request for Proposal (RFP)

Subject RFP #:	217807-SustainableLandUse Planning-FFP-2024
RFP Issue Date:	February 2, 2024
Terms of Reference / Specifications:	Local organizations will lead local communities through participatory sustainable land use planning processes in high-carbon areas of Papua New Guinea
Project	Papua New Guinea Sustainable Landscapes
The Company	Palladium PNG Ltd
Country of Performance	Papua New Guinea
Closing Date and Time	April 30 , 2024 – 17:00 Port Moresby time
Contact Person	Meredith Waters and Andrew Ireland
Details for Submission	Submissions should be emailed to PNGSL.Procurement@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 reach out to PNGSL.Procurement@thepalladiumgroup.com.

Yours sincerely,

PNGSL Team

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

PNGSL will engage local organizations to lead local communities through participatory sustainable land use planning processes in high-carbon areas of Papua New Guinea, as a part of our effort to support bottom-up planning processes that protect the country's natural landscapes from unsustainable land uses.

This request for applications seeks to issue milestone-based grants to local organizations with a track record of successfully leading local communities through the development of evidence-based, participatory, and representative land use plans that are legally recognized, reflect the input of diverse voices from throughout the community, are socially credible and supported by the community, and that maximize opportunities for conservation, restoration, and sustainable management of natural resources. The objective is to improve the ability of local communities to plan and implement conservation and sustainable livelihoods activities in the areas under their jurisdiction. PNGSL may to engage multiple training providers through this call for applications.]

Type of Award

The contract instrument for this application is Firm Fixed Price (FFP).

Anticipated Contract Term

May 1st, 2024 to August 31st, 2024

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.

Project

The \$16M USD USAID/Papua New Guinea Sustainable Landscapes (PNGSL) program aims to improve forest governance, increase the environmental sustainability of the forestry and AFOLU industries, and protect the land and resource rights of local communities in order to reduce GHG emissions, enhance carbon sequestration and increase the sustainability of natural resource management (NRM). PNGSL will engage with public and private sector stakeholders to define shared challenges and implement win-win solutions to improve the management of PNG's forests and peatlands, thereby reducing deforestation, forest degradation, and carbon dioxide (CO₂) emissions. The activity will catalyze sustainable change by strengthening the capacity and commitment of local and national actors to better manage and conserve PNG's forests.

Timeline

Submission deadline is **February 29th, 2024**, by 17:00 Port Moresby time. The quote must be valid for 30 days from submission date and if accepted, Palladium will issue a contract to the company. It is anticipated the contract will start on **May 1st, 2024**, pending client approval.

Minimum Qualification Criteria

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

1. Must be a registered legal entity in Papua New Guinea and provide copy of certificate or articles and memorandum of association;
2. Must have been in existence for at least three years;
3. Key personnel must have a minimum of three years of relevant experience;

4. Must have a UEI (instructions for obtaining UEI may be found here <https://www.sam.gov>);
5. Must not have any active exclusions in www.sam.gov, UN, or other international compliance databases;
6. Must be owned by nationals of a country not considered a prohibited source or barred from doing business with the United States

Scope of Work

The Contractor will lead local communities through the development of participatory sustainable land use plans (SLUP) that reduce deforestation and forest degradation in high-carbon-stock landscapes of Morobe and Madang provinces. The Contractor must ensure that the process used to develop these SLUPs uses the best available data to inform communities of the location of high-carbon areas within their boundaries.

The Contractor must implement this process in compliance with all relevant principles of free prior and informed consent (FPIC), and ensure that the perspectives of women, youth, and other marginalized groups are adequately reflected in the resulting land use plans.

In addition, the Contractor must ensure that the SLUPs are developed using the best available data on land use and the location of high-carbon-stock areas in the area. The contractor must also develop these SLUPs in alignment and compliance with all applicable national and subnational policies, laws, and regulations, including the National Sustainable Land Use Policy.

Finally, the Contractor will present communities with options to preserve high-carbon-stock areas from deforestation or degradation as part of the planning process, including use of conservation deeds, high-integrity carbon projects, and sustainable livelihoods activities.

Proposal Instructions and Format

The proposal must follow the format below:

1. Cover Page (1 page)

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

2. Technical Approach (7 pages maximum)

Offerors shall provide a brief description of their technical approach to the engagement, including:

- Approach to leading communities through a participatory land use planning process that culminates in a sustainable land use plan (SLUP) that is data-driven, legally and socially credible, incorporates the perspectives of women and youth, and encourages low-emissions development and the conservation, restoration, and sustainable management of natural resources.
- Approach to ensuring that processes, tools and approaches align with PNG's National Sustainable Land Use Policy and any other applicable national or subnational policies, laws, and regulations.
- Approach to working with communities located in the provinces of Morobe and/or Madang, including how the applicant would use PNGSL funding to accelerate the land use planning process with existing partner communities and/or engage new communities in the land use planning process
- Provide an annual estimate of the number of communities and individuals to be engaged per year, the number of sustainable land use plans to be completed, as well as the number of conservation deeds established and high-integrity carbon projects developed through the SLUP process.

Estimates should be based on the applicant's track record and understanding of local planning processes and community dynamics.

- Provide the name and a brief description of each of the communities you propose to work in.

2. Management Approach and Staffing (not to exceed 4 pages)

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.

Offerors will provide detailed resumes for any key personnel that will be provided to support the implementation of this project, including a Project Manager/Lead Consultant. Resumes 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 administrative support staff.

3. Past Performance (2 pages each)

The applicant will provide examples of two successful projects in the past three years that illustrate their experience in these areas and highlight their record of accomplishment. Responses should focus on providing information related to the services to be performed under this engagement, particularly if the applicant has experience working in Morobe and Madang and/or facilitating high-integrity carbon projects and conservation deeds as part of the land use planning process. Please provide the name and contact information of a reference for each project referenced.

4. Financial Proposal

The Offeror must propose a **firm fixed price** for the provision of the required services. The contract firm fixed price shall not be subject to adjustment based on the Contractor's actual cost experience. The Offeror should also provide a budget with sufficient details to support the proposed firm fixed price and demonstrate understanding of the requirement. The Financial Proposal should align with the requirements in the Technical Proposal. Budget template can be found in **Annex A**.

Offerors must include a cost share (matching fund) amount equal to 5% of their budget in their financial proposal. Cost share must come from non-US Government funds, and can take the form of donated employee time, donated supplies, donated equipment, building or land (including use of office or event space), or project co-funding.

Other Requirements:

The Selected Offeror must complete Due Diligence Questionnaire if selected for Award within 5 days (attach Due Diligence Questionnaire)

The Selected Offeror will provide a Unique Entity ID (UEI), if available (link for instructions on how to obtain Unique Entity ID (UEI)) - <https://sam.gov/content/entity-registration>

Evaluation and Award Process

We will select the vendor based on Best Value Trade Off 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:

- Technical Approach – 50% weighting
- Management Approach and Staffing – 30% weighting
- Past Performance – 20% weighting

Elements Criteria

1 Technical proposal (methodology, approach, project management and implementation plan)	<p>This section will be evaluated on the sustainability and feasibility of the proposed approach, its alignment with the SOW, and the likelihood that the Offeror will meet the requirements, overcome challenges, and achieve the desired results.</p> <p>The realism of the estimated targets (number of communities and individuals, number of sustainable land use plans completed, number of conservation deeds established and high-integrity carbon projects developed through the SLUP process.</p>
2. Management Approach and Staffing	<p>This section will be evaluated on how the proposed management approach and staffing plan will ensure successful achievement of desired results on schedule under challenging contexts. It will also be evaluated on the qualifications of all key personnel positions, and the appropriateness of proposed candidates to those positions.</p>
3. Past Performance	<p>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.</p>

Palladium will review the budget and budget narrative to confirm that the proposed price is reasonable and reflects what was described in the technical proposal. Please, see **Annex A** for a sample budget template.

Palladium reserves the right to award under this solicitation without further negotiations. The offerors are encouraged to offer their best terms and prices with the original submission.

A response to this RFP, at minimum, is required to include the following information to demonstrate that the organization has the technical expertise, management capability, and capacity to perform the work.

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

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

- 📎 Technical Proposal & Management Approach
- 📎 Personnel CVs
- 📎 Past Performance Information and Reference Information (Contact/Program Name etc)
- 📎 Financial Proposal
- 📎 Due Diligence Form

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.

- 📎 Annex A - Budget or price list submission format
- 📎 Annex B - Due diligence form(s)
- 📎 Annex C - USAID Branding Requirements
- 📎 **Annex D - 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.

ANNEX A - Page 1

Period of Performance:

Company Name

SUMMARY BUDGET	Total
I. PERSONNEL	\$ -
International Staff	\$ -
Local In-Country Staff	\$ -
II. FRINGE BENEFITS	\$ -
International Staff	\$ -
Local Staff	\$ -
IV. CONSULTANTS	\$ -
International Consultants	\$ -
Local Consultants	\$ -
V. TRAVEL, TRANSPORTATION, AND PER DIEM	\$ -
Local and Domestic Travel	\$ -
VI. SUPPLIES	\$ -
Supplies	\$ -
VIII. OTHER DIRECT COSTS (ODCs)	\$ -
Equipment Operation Costs	\$ -
Insurance/Travel	\$ -
Activities: Trainings, Workshops, Conferences, etc.	\$ -
Project Office Costs	\$ -
Communication Costs	\$ -
Other Costs	\$ -
IX. TOTAL, DIRECT COSTS:	\$ -
X. OTHER COSTS	\$ -
XII. GRAND TOTAL	\$ -

Period of Performance:

Company Name

DETAILED BUDGET

Line Item / Description	Name	Unit	Contract Term		
			Units	Cost/Unit	Cost
I. PERSONNEL					
A. Staff					
		/day		\$ -	\$ -
		/day		\$ -	\$ -
		/day		\$ -	\$ -
<i>Subtotal, Long Term Staff:</i>			-	\$	-
Other Staff Charged on Partial Basis (if any)					
	TBD	/day	-	\$ -	\$ -
	TBD	/day	-	\$ -	\$ -
	TBD	/day	-	\$ -	\$ -
	TBD	/day	-	\$ -	\$ -
<i>Subtotal, :</i>			-	\$	-
<i>Total, A. Staff Salaries:</i>			-	\$	-
B. Local In-Country Staff					
[ENTER COUNTRY #1 HERE]					
Local Staff Position #1	TBD	/day	-	\$ -	\$ -
Local Staff Position #2	TBD	/day	-	\$ -	\$ -
Local Staff Position #3	TBD	/day	-	\$ -	\$ -
Local Staff Position #4	TBD	/day	-	\$ -	\$ -
Local Staff Position #5	TBD	/day	-	\$ -	\$ -
<i>Subtotal, [ENTER COUNTRY #1 HERE]:</i>			-	\$	-
<i>Total, B. Local In-Country Staff Salaries:</i>			-	\$	-
TOTAL PERSONNEL			-		\$0.00
II. FRINGE BENEFITS					
International Staff Fringe Benefits					
International Staff Fringe Benefits		%	0.00%	\$	-

Subtotal, International Staff Fringe Benefits:		\$	-
Local In-Country Staff Fringe Benefits			
Local In-Country Staff Fringe Benefits - [ENTER COUNTRY #1 HERE]			
Local Fringe Benefit #1	0.00%	\$	- \$ -
Local Fringe Benefit #2	0.00%	\$	- \$ -
Local Fringe Benefit #3	0.00%	\$	- \$ -
Local Fringe Benefit #4	0.00%	\$	- \$ -
Local Fringe Benefit #5	0.00%	\$	- \$ -
Subtotal, Local In-Country Staff Fringe Benefits - [ENTER COUNTRY #1 HERE]:		\$	-
Subtotal, Local In-Country Staff Fringe Benefits:		\$	-
TOTAL, FRINGE BENEFITS:			\$0.00
IV. CONSULTANTS			
Independent Consultants - International			
International Consultant 1	TBD	/day	- \$ - \$ -
International Consultant 2	TBD	/day	- \$ - \$ -
Subtotal, Independent Consultants - International:		-	\$ -
Independent Consultants - Local			
[ENTER COUNTRY #1 HERE]			
		/day	- \$ - \$ -
		/day	- \$ - \$ -
		/day	- \$ - \$ -
		/day	- \$ - \$ -
		/day	- \$ - \$ -
Subtotal, [ENTER COUNTRY #1 HERE]:		-	\$ -
Subtotal, Independent Consultants - Local:		-	\$ -
TOTAL, CONSULTANTS:		-	\$0.00
V. TRAVEL, TRANSPORTATION, AND PER DIEM			

<u>Local Travel</u>						
a. [Enter Trip Title]	Days/Trip	-				
Airfare	Trips	-	\$	-	\$	-
Per Diem	Days	-	\$	-	\$	-
Ground Transportation	Days	-	\$	-	\$	-
Airport Transfers	Trips	-	\$	-	\$	-
Miscellaneous	Days	-	\$	-	\$	-
b. [Enter Trip Title]	Days/Trip	-				
Airfare	Trips	-	\$	-	\$	-
Per Diem	Days	-	\$	-	\$	-
Ground Transportation	Days	-	\$	-	\$	-
Airport Transfers	Trips	-	\$	-	\$	-
Miscellaneous	Days	-	\$	-	\$	-
Subtotal, Local Travel:					\$	-
TOTAL, TRAVEL, TRANSPORTATION, AND PER DIEM						\$0.00
VI. SUPPLIES						
<u>Supplies (does not include office supplies)</u>						
Supplies #1	/each		\$	-	\$	-
Supplies #2	/each					
Supplies #3	/each		\$	-	\$	-
Subtotal, Supplies (does not include office supplies):					\$	-
TOTAL, EQUIPMENT AND SUPPLIES						\$0.00
VIII. OTHER DIRECT COSTS (ODCs)						
A. Equipment Operation Costs						
Vehicle rental/lease	/month		\$	-	\$	-
Vehicle maintenance and repair	/month		\$	-	\$	-
Equipment maintenance and repair	/month		\$	-	\$	-
Software Licenses	/month		\$	-	\$	-
Subtotal, A. Equipment Operation Costs:					\$	-
B. Insurance/Travel						
DBA - HQ/Expatriate Staff	/salaries	2%			\$	-
DBA - Local Staff	/local salari	2%	\$	-	\$	-
Vehicle Insurance	/month		-	\$		-
Equipment Insurance	/month		-	\$		-
Other Insurance	/month		-	\$		-
Medical Exams(for travel)	/month		-	\$		-

<i>Subtotal, B. Insurance/Travel:</i>		\$	-
C. Activities: Training, Workshop If any			
Activity 1: Brief title	/year	- \$	- \$ -
Activity 2: Brief title	/year	- \$	- \$ -
Activity 3: Brief title	/year	- \$	- \$ -
Activity 4: Brief title	/year	- \$	- \$ -
Activity 5: Brief title	/year	- \$	- \$ -
Activity 6: Brief title	/year	- \$	- \$ -
Activity 7: Brief title	/year	- \$	- \$ -
Activity 8: Brief title	/year	- \$	- \$ -
Activity 9: Brief title	/year	- \$	- \$ -
Activity 10: Brief title	/year	- \$	- \$ -
<i>Subtotal, Country Office C. Activities: Training, Workshops, Conferences, etc.:</i>		\$	-
D. Project Office Costs			
Office Rent	/month	- \$	- \$ -
Office Set-up and Furniture	/one-time	- \$	- \$ -
Office Utilities	/month	- \$	- \$ -
Office Supplies	/month	- \$	- \$ -
<i>Subtotal, Country Office D. Project Office Costs:</i>		\$	-
E. Communication Costs			
Telephone/Internet	/month	- \$	- \$ -
Monthly mobile phone top-up	/month	- \$	- \$ -
Postage and Shipping	/month	- \$	- \$ -
Printing/Photocopying	/month	- \$	- \$ -
<i>Subtotal, Country Office E. Communication Costs:</i>		\$	-
F. Other Costs			
Local Audit and Compliance Costs	/one time	- \$	- \$ -
Branding and Marking	/year	- \$	- \$ -
Legal Fees	/month	- \$	- \$ -
Bank Fees	/month	- \$	- \$ -
<i>Subtotal, Country Office F. Other Costs:</i>		\$	-
TOTAL, OTHER DIRECT COSTS:			\$0.00
IX. TOTAL, DIRECT COSTS:		\$	-
X. OTHER COSTS			
Cost	%	0.00%	\$ - \$ -
OTHER COSTS			\$ -
XIII. TOTAL ESTIMATED COST		\$	-

ANNEX B

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: ...

ANNEX C

USAID PAPUA NEW GUINEA SUSTAINABLE LANDSCAPES (PNGSL) BRANDING STRATEGY AND MARKING PLAN

Submission date (Rev 2): 14 October 2022
Submission date (Rev 3): 24 November 2022
Agreement No: 72049222CA00003

(DELETE THIS BLANK PAGE AFTER CREATING PDF. IT'S HERE TO MAKE FACING PAGES AND LEFT/RIGHT PAGE NUMBERS SEQUENCE CORRECTLY IN WORD. BE CAREFUL TO NOT DELETE THIS SECTION BREAK EITHER, UNTIL AFTER YOU HAVE GENERATED A FINAL PDF. IT WILL THROW OFF THE LEFT/RIGHT PAGE LAYOUT.)

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Papua New Guinea Sustainable Landscapes (PNGSL) is a five-year cooperative agreement funded by the American people through the United States Agency for International Development (USAID) under Cooperative Agreement No. 72049222CA00003. PNGSL is implemented by Palladium, in collaboration with Forest Trends, Center for Environmental Law and Community Rights Inc. (CELCOR), and Forests for Certain: Forests for Life! (FORCERT).

This branding and marking plan was produced for USAID to review. It was prepared by Palladium. The information provided in this plan is not official U.S. Government information and does not necessarily reflect the views or positions of the USAID or the U.S. Government.

I BRANDING STRATEGY

I.1 PROJECT NAME AND TAG LINE

I.1.1 PROJECT NAME

The full name of the activity will be **Papua New Guinea Sustainable Landscapes**. The short form of the name will be **PNGSL**.

The final Papua New Guinea Sustainable Landscapes (henceforth, PNGSL) name will apply to all activities and public communications funded by USAID through the cooperative agreement. External communications will refer to the program as a partnership between USAID and Palladium, whenever possible. As needed, and if relevant, the project name might be abbreviated.

I.1.2 PROJECT TAGLINE

There is not a currently identified need for a tagline, but Palladium will work with the AOR if it is determined that a tagline for this activity is needed. The project tagline, if one is developed, will appear with the project name when positioned as a marking on select project materials (as defined with the AOR).

I.2 PROJECT NAME TREATMENT

We propose using a standalone name treatment to represent the project. All materials and products specified in the marking plan will be branded as **Papua New Guinea Sustainable Landscapes**. The USAID and Palladium logos will also appear on all materials in accordance with the design described in the USAID Graphic Standards Manual (located at <http://www.usaid.gov/branding>). A host country logo (i.e. Papua New Guinea Forestry Authority) logo may be added to materials as well, contingent upon mutual agreement between the project and the relevant host country institution.

I.3 PROPOSED TEXT TREATMENT

We will update this plan to include color and black and white/gray scale versions of a project name in Tok Pisin here, once developed and approved. Our aim is that the colors used will align with the cultural significance and meaning of the activity.

2 PROGRAM COMMUNICATIONS AND PUBLICITY

2.1 AUDIENCES

Primary audiences: Papua New Guinea civil society organizations and non-governmental organizations working at the national, provincial, and local levels; government leaders in Papua New Guinea; business membership

organizations and private sectors actors; technical and financial partners and stakeholders; and human rights actors in Papua New Guinea.

Secondary audiences: Global and regional civil society, leadership, and governance actors, including USAID HQ and other USAID Missions; the population of Papua New Guinea, including government officials, policymakers, and community and faith-based organizations.

2.2 COMMUNICATIONS AND/OR PROGRAM MATERIALS

PNGSL will develop a two-page flyer using the USAID template (in English and other local languages if appropriate) describing its key objectives and areas of work. This will be distributed electronically and in hard copy via the AOR and directly to USAID to introduce the project and will be provided at meetings and events. Post-award, PNGSL will consult with the AOR and the USAID Development Outreach Communications (DOC) Team to determine whether social media accounts are justifiable to support the activity's communications and audience outreach goals. If it is determined that their use is appropriate, social media posting will acknowledge USAID funding. Other communication materials listed in Table I will be used to promote the project's work, as appropriate to the audience and setting.

Marked items or mock-ups of same will be submitted to the AOR and the USAID DOC Team for clearance before they are printed or manufactured. Even where a presumptive exception for no marking has been granted, unmarked items will be submitted to the Mission for concurrence (see Section 4.3 below).

If materials are produced under a subaward/grant (subagreement), the subawardee/grantee will follow a co-branding approach, and must submit their own branding strategy and marking plans that comply with USAID's policies and guidance on branding.

2.3 MAIN PROGRAM MESSAGE

USAID, in partnership with Palladium, is working to strengthen sustainable forest management to reduce deforestation, forest degradation, and greenhouse gas emissions while improving livelihood opportunities for forest-dependent communities. All decisions, strategies, and activities will be undertaken with a focus on transparency, accountability, inclusive participation, and evidence-based decision making.

2.4 PUBLIC ANNOUNCEMENTS AND PROMOTION OF PNGSL

The project's products and services will be the primary means of communications and publicity. Products will include the USAID brandmark and Palladium logo (see Table I below). If a project logo is deemed appropriate, that logo will also appear on products. The USAID brandmark consists of the USAID logo and tagline "from the American people," with the flexibility for local language translations.

Palladium will also promote, as appropriate, project approaches, publications, and resources at conferences, workshops, training sessions, and other meetings it attends or sponsors. This will include in-country promotion in collaboration with USAID/Philippines and local counterpart organizations.

Examples of products and means to promote them:

- Email announcements to segmented mailing list(s) of key stakeholders (logo/name placement on the template email will be consistent with USAID and Palladium marking, in that order from left to right)
- Promotion of tools, resources, curricula, manuals, technical publications, project activities, and overall project results and news

- Dissemination of training curricula through communities of practice, email dissemination, and listservs
- Success stories (shared with the Mission and disseminated through the PNGSL listservs, e-newsletters, etc.)
- Shared success stories and testimonials through the USAID platforms (e.g., Climatelinks, monthly newsletter, Medium blog) and third-party blogs
- Event invitations
- eNewsletters

Public communications materials such as press releases, success stories, and the like will be shared with the AOR and the USAIDDOC Team for cross-distribution.

Marked items or mock-ups will be submitted to the AOR and the USAID DOC Team for clearance before they are printed or manufactured. Even where a presumptive exception for no marking has been granted, unmarked items will be submitted to the Mission for concurrence.

3 ACKNOWLEDGEMENTS

3.1 USAID AND PROJECT NAME

All documents and materials produced by the cooperative agreement will follow USAID’s branding requirements as outlined in USAID ADS Chapter 320 Branding and Marking as per section 320.3.3 “Branding and Marking Requirements for Assistance Awards,” which outlines USAID’s branding and marking policy for projects delivered under cooperative agreements and in reference to the USAID Graphic Standards Manual. Both the PNGSL name and the USAID brandmark will be prominently featured on project materials as specified in the marking plan.

3.2 ACKNOWLEDGING USAID AND THE PHILIPPINES COOPERATIVE AGREEMENT

The following acknowledgment will be included on PNGSL external and internal publications, such as semi-annual reports, as appropriate.

Papua New Guinea Sustainable Landscapes (PNGSL) is a five-year cooperative agreement funded by the American people through the United States Agency for International Development (USAID) under Cooperative Agreement No. 72049222CA00003. PNGSL is implemented by Palladium.

This acknowledgment language can be modified as needed to indicate additional program or project funding.

The following disclaimer will also be included on external PNGSL publications and the activity’s Facebook page, Medium blog, Twitter feed, and internal publications, such as semi-annual reports, as appropriate.

This [study/report/audio/visual/other information/media product (specify)] is made possible by the generous support of the American people through the United States Agency for International Development (USAID). The contents are the responsibility of Palladium and do not necessarily reflect the views of USAID or the U.S. Government.

Grantees that develop or publish materials with grant funds will include the following disclaimer:

This [study/report/audio/visual/other information/media product (specify)] is made possible by the generous support of the American people through the United States Agency for International Development (USAID). The contents are the responsibility of [grantee name] and do not necessarily reflect the views of USAID or the U.S. Government.

3.3 ACKNOWLEDGING HOST-COUNTRY GOVERNMENTS

As USAID and Palladium implement activities to strengthen sustainable forest management and improve livelihood opportunities for forest-dependent communities, the role of local, regional, and national government agencies will be crucial to success. Please see Section 4.3 for requests for presumptive exceptions for branding with host country governments.

3.4 AKCNOWLEDGING HOST-COUNTRY PARTNERS, NOT GOVERNMENT

When working with in-country partners, CSOs, NGOs, Business Membership Organizations (BMOs), and community- and faith-based organizations, recognizing contributions of partners will be essential for strengthening local capacity, increasing in-country ownership and validation of project activities or findings, and highlighting the ways in which the U.S. Government (USG) works collaboratively with others.

As appropriate, we propose to include the logos of civil society, non-governmental, business membership, community-based, and faith-based organizations on PNGSL-funded products when these organizations have received subawards and have contributed significant funding or in-kind support to the activity, or to promote local ownership and capacity development. Partner logo placement will be consistent with the USAID Graphic Standards Manual. We also propose that policies, strategies, plans, curricula, and guidelines that are to be positioned solely as coming from local partners (such as NGOs or faith-based groups) be automatically exempted from USAID branding (see Section 4.2).

Each item for which a branding exception is being requested will be submitted to the Mission for approval prior to finalization.

4 MARKING PLAN

The Marking Plan for PNGSL includes the following:

- Materials to be produced
- Presumptive and other exceptions from USAID branding requirements
- Provision of materials to the AOR
- Branding requirements for subawards

4.1 MARKING PLAN FOR MATERIALS TO BE PRODUCED

Table I outlines the types of materials that will be produced by Palladium. Any materials that are not anticipated in the table but are produced under PNGSL will adhere to the basic guidelines and intent described in this branding strategy and marking plan. Marking of administrative materials, such as stationery products, equipment, and offices will be limited to the project name and Palladium logo (as per ADS 320.3.1.5 and 320.3.1.6). Thus, letterhead, nametags, business cards, computers, and office space specific to the recipient and partner internal use will not use the USAID standard graphic identity and are not subject to branding.

Products produced under the cooperative agreement will be marked with the USAID and Palladium logos, and will adhere to guidance for cobranded materials as outlined in sections 1.1 and 2.3 of the USAID Graphic Standards Manual (www.usaid.gov/branding) and as per USAID ADS 320 Branding and Marking section 320.3.3 (Branding and Marking Requirements for Assistance Awards), with emphasis on placement and size of logos (sections 1.1 and 4.1–4.10 of the Graphic Standards Manual). The USAID logo will appear against a white backdrop and approved partner logos will be of equal size and prominence.

In some instances, other USG initiatives with brand identity and marking will be added on products produced under activities co-funded by those other initiatives. When co-funded by other USG initiatives, the logos will appear in the following order: USAID, the other USG initiative, Palladium. The project name treatment will appear separately. All brand marks will appear against a white background and the USAID logo will be of equal size and prominence with all others.

Marked items or mock-ups will be submitted to the AOR and the USAID DOC Team for clearance before they are printed or manufactured. Even where a presumptive exception for no marking has been granted, unmarked items will be submitted to the Mission for concurrence.

Table I. Marking Plan for Materials to be Produced

Type of Materials	Type of Marking	Where Marking Placed
Technical		
Technical reports, studies, and analyses	USAID, USG initiative (when applicable), Palladium logos at the bottom, in that order	Front cover, see the USAID Graphic Standards Manual 4.1 and 4.2
Quarterly and annual reports to USAID	USAID and Palladium logos at the bottom, in that order	Front cover, see the USAID Graphic Standards Manual 4.1 and 4.2
Training and supervision materials and manuals	USAID, USG initiative (when applicable), Palladium logos at the bottom, in that order	Front cover, see the USAID Graphic Standards Manual 4.1 and 4.2

Type of Materials	Type of Marking	Where Marking Placed
Briefing papers, memoranda, and policy recommendations	USAID, USG initiative (when applicable), Palladium logos at the bottom, in that order	Front cover, see the USAID Graphic Standards Manual 4.1 and 4.2
Mobile apps	USAID, USG initiative (when applicable), Palladium logo, on bottom of home screen, in that order	Introductory screens, upper left, as per USAID Graphic Standards Manual 4.3
USB/thumb drives	USAID	One brand mark per side
Software	USAID, USG initiative (when applicable), in that order	Incorporated into the splash screen/menu and printed on the software packaging, upper left
Electronic newsletters	USAID, USG initiative (when applicable), Palladium logos at the end, in that order	Front page footer, lower left, see USAID Graphic Standards Manual 4.1, and 4.2
PowerPoint presentations	USAID, USG initiative (when applicable), Palladium logos, at the bottom of the cover slide, in that order	Title slide, see USAID Graphic Standards Manual 4.1 and 4.2
Conference posters	USAID, USG initiative (when applicable), Palladium logos at the bottom, in that order	Bottom of poster, see USAID Graphic Standards Manual 4.1 and 4.2
Flyers and factsheets	USAID, USG initiative (when applicable), Palladium logos at the bottom, in that order	The USAID logo will appear on the front page as per the Graphic Standards Manual 4.1 and 4.2
Videos	USAID bumper. Project name in credits	Opening and/or closing title sequences, as appropriate, see USAID Graphic Standards Manual 2.7
eLearning courses	USAID, USG initiative (when applicable), Palladium logos at bottom of screen, in that order	Opening and/or closing title sequences, as appropriate, see USAID Graphic Standards Manual 4.1 and 4.2
Promotional		
Event invitations, signs, banners, and exhibition booths	USAID, USG initiative (when applicable), Palladium logos at the bottom, in that order	Printed on the materials, see USAID Graphic Standards Manual 4.1 and 4.2
Project promotional materials (<i>success stories, beneficiary testimonials, pens, USBs, e.g.</i>)	USAID, USG initiative (when applicable), Palladium logos, in that order	Printed on the materials as per the Graphic Standards Manual 4.1 and 4.2; depending on the design and size

4.2 COMPLIANCE WITH 2 CFR 700.16

Palladium will follow the regulations as stated in 2 CFR 700.16, excluding instances in which exceptions to marking will be requested (see Section 4.3):

(a) USAID policy is that all programs, projects, activities, public communications, and commodities, specified further at paragraphs (c) through (f) of this section, partially or fully funded by a USAID grant or cooperative

agreement or other assistance award or subaward must be marked appropriately overseas [and domestically] with the USAID Identity, of a size and prominence equivalent to or greater than the recipient's, other donor's, or any other third party's identity or logo.

- (1) USAID reserves the right to require the USAID Identity to be larger and more prominent if it is the majority donor, or to require that a cooperating country government's identity be larger and more prominent if circumstances warrant; any such requirement will be on a case-by-case basis depending on the audience, program goals, and materials produced.
- (2) USAID reserves the right to request pre-production review of USAID-funded public communications and program materials for compliance with the approved Marking Plan.
- (3) USAID reserves the right to require marking with the USAID Identity in the event the recipient does not choose to mark with its own identity or logo.
- (4) To ensure that the marking requirements "flow down" to subrecipients of subawards, Palladium is required to include a USAID-approved marking provision in any USAID funded subaward, to read as follows:

As a condition of receipt of this subaward, marking with the USAID Identity of a size and prominence equivalent to or greater than the recipient's, subrecipient's, other donor's or third-party's is required. In the event the recipient chooses not to require marking with its own identity or logo by the subrecipient, USAID may, at its discretion, require marking by the subrecipient with the USAID Identity.

(b) Subject to §700.16(a), (h), and (j), program, project, or activity sites funded by USAID, including visible infrastructure projects (for example, roads, bridges, buildings) or other programs, projects, or activities that are physical in nature (for example, agriculture, forestry, water management), must be marked with the USAID Identity. Temporary signs or plaques should be erected early in the construction or implementation phase. When construction or implementation is complete, a permanent, durable sign, plaque, or other marking must be installed.

€ Subject to §700.16(a), (h), and (j), technical assistance, studies, reports, papers, publications, audio-visual productions, public service announcements, websites/Internet activities, and other promotional, informational, media, or communications products funded by USAID must be marked with the USAID Identity.

- (1) Any "public communications" as defined in §700.1, funded by USAID, in which the content has not been approved by USAID, must contain the following disclaimer:

This study/report/audio/visual/other information/media product (specify) is made possible by the generous support of the American people through the United States Agency for International Development (USAID). The contents are the responsibility of Palladium and do not necessarily reflect the views of USAID or the United States Government.

- (2) Palladium must provide the AOR or other USAID personnel designated in the grant or cooperative agreement with at least two copies of all program and communications materials produced under the award. In addition, the recipient must submit one electronic and/or one hard copy of all final documents to USAID's Development Experience Clearinghouse.

(d) Subject to §700.16(a), (h), and (j), events financed by USAID such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences, and other public activities must be marked

appropriately with the USAID Identity. Unless directly prohibited and as appropriate to the surroundings, Palladium should display additional materials such as signs and banners with the USAID Identity. In circumstances in which the USAID Identity cannot be displayed visually, Palladium is encouraged otherwise to acknowledge USAID and the American people’s support.

€ Subject to §700.16(a), (h), and (j), all commodities financed by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs, and all other equipment, supplies, and other materials funded by USAID, and their export packaging, must be marked with the USAID Identity.

4.3 EXCEPTIONS FROM MARKING

Some materials produced may be recommended for exception from marking (i.e., no USAID logo), as pursuant to 2 CFR 700.16(h). Please see the list of seven situations listed below. Proposed materials to be exempted from marking are listed in Table 2. The AO may be requested to approve no branding when branding would:

1. Compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials. This includes, but is not limited to, the following: election monitoring or ballots, and voter information literature; political party support or public policy advocacy or reform; independent media, such as television and radio broadcasts, and newspaper articles and editorials; and public service announcements (PSAs) or public opinion polls and surveys.
2. Diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent.
3. Undercut host-country government “ownership” of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, PSAs, or other communications better positioned as “by” or “from” a cooperating country ministry, organization, or government official.
4. Impair the functionality of an item, such as sterilized equipment or spare parts.
5. Incur substantial costs or be impractical, such as items too small or other otherwise unsuited for individual marking, such as food in bulk.
6. Offend local cultural or social norms, or be considered inappropriate on such items as condoms, toilets, bed pans, or similar commodities.
7. Conflict with international law.

Presumptive Exceptions from Marking

Palladium requests that products intended to be positioned as from a host-country government or host-country partner receive a presumptive exception to USAID branding requirements, as described in Table 2.

Table 2. Proposed Exceptions from Marking

Type of Materials	Type of Marking	Where Marking Placed
<i>Requires AOR and/or Mission concurrence (category approved by the AO in this plan)</i>		
University or other training institution curricula	Curricula may be exempted from marking at the request of the partner organization. However, USAID support should be acknowledged. These materials fall under exception categories (1-3).	USAID support could be acknowledged on the inside cover of the document or in the acknowledgments section.

Type of Materials	Type of Marking	Where Marking Placed
Partner websites and online resource hubs and libraries that will be maintained and updated in country and further disseminated by local partner(s).	These materials fall under exception categories (1-3).	USAID support could be acknowledged on the inside cover of the document or in the acknowledgments section of a product or website
National and State government policies, strategies, plans, curricula, and guidelines (<i>regional, national, and subnational levels</i>) or other materials that should be seen as emanating from the government for policy and political reasons.	Exempted from marking under presumptive exception categories (1-3). USAID and project logos would undercut host-country government ownership.	It may still be possible to acknowledge USAID assistance in the document.**
Invitations and agendas for events, including workshops positioned as from the local partner.	These materials fall under exception category (3).	USAID support should be acknowledged at the bottom of the invitations and agendas.

Upon approval of this Plan, the materials in Table 2 will be exempt from marking by the AO, and do not need to be approved again when utilized, but rather documented in the annual implementation plan with the approval documented for each exception. If this documentation is included in the implementation plan, the AOR and/or Mission concurrence of the implementation plan will serve as concurrence on the branding exception. Approval is not needed again from the AO, as these instances are utilizing the general categories of branding exceptions contained in Table 2 and approved in the agreement’s Branding Strategy and Marking Plan.

Notes:

** Even when a document qualifies for “no branding,” it may be possible to acknowledge USAID’s contribution in one of several ways:

- The following acknowledgment may appear on the inside cover: “This document was produced [under PNGSL] with support from the U.S. Agency for International Development under Cooperative Agreement No. 72049222CA00003.” Wording may vary slightly depending on the product and the nature and extent of the technical assistance provided. The acknowledgment may be accompanied by the final PNGSL name if appropriate.
- USAID support may also be acknowledged in the preface, foreword, or acknowledgment sections of the document.
- The appropriateness of acknowledging USAID’s support will be discussed with the Mission and/or AOR. If acknowledging USAID’s support would have an adverse effect on the product/activity based on the 2 CFR 700.16 exceptions, then it may not be included.

Non-Presumptive/Requested Exceptions from Marking

All additional branding exceptions must be approved by the AO, with AOR concurrence [2 CFR 700.16(h)(2)]. Approvals will be requested via email communications.

Waiver Requests

In accordance with 2 CFR 700.16(j), the Mission Director or other USAID Principal Officers may waive the branding and marking plan in whole or in part if the Mission Director or Principal Officer determines that marking would pose compelling political, safety, or security concerns, or marking would have an adverse impact in the host country. USAID recipients may request waivers of the plan in whole or in part, through the AOR.

5 BRANDING AND MARKING BUDGET

The following budget reflects estimated costs to execute marking and branding at start-up.

Item	Cost	Totals
Banner with the USAID identity (10)	\$17 x 10	\$170
Stickers with the USAID identity (2,500)		
10 x 20 cm and	\$0.12 x 1,275	\$153
5 x 10 cm	\$0.13 x 1,275	\$165.75
Activity brochures (2,500)	\$0.93 x 2,500	\$2,325
Plaques (20)	\$100 x 20	\$2,000
Total		\$4,813.75

ANNEX D

**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**

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	
Company's Contracting Representative Email	
Company Contracting Representative Name and Title (Alt)	
Company's Contracting Representative Email (Alt)	
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

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:

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 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:

"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

- (a) Government-related disputes. In the event Contractor makes any claim involving any action or directive by, or on behalf of, the Government, or any question as to Contractor's compliance with the Prime Agreement ("Government-related dispute"), Contractor shall submit its claim to Company, as a pass-through claim for presentation to the Government. In the case of a Government-related Dispute, Company's liability to Contractor shall be limited solely and exclusively to whatever monies are recovered in hand on behalf of Contractor from the Government. If Contractor submits a Government-related dispute to Company, and Company chooses at its sole discretion to present a pass-through claim against the Government, the following provisions will apply.
- (b) Claim presentation. Company, upon the written request by Contractor, shall present Contractor's Government-related dispute to the Government as a pass-through claim for resolution under the "Disputes" provisions of the prime agreement and applicable law and regulation. Company agrees to present such claims for and on behalf of Contractor and to pass Contractor's Government-related dispute through to the Government in good faith, subject to Contractor's providing sufficient justification, back-up and certification of said Government-related dispute.
- (c) Costs, fees, and expenses. Contractor shall bear all reasonable and documented costs, fees, and expenses associated with, and incurred by Company, as part of Company's presentation of Contractor's Government-related disputes to the Government, including attorney's and consultant's fees.
- (d) Exclusive remedy. The pass-through process described above shall be Contractor's only remedy for Government-related disputes. Contractor shall make no claims against the Company for Government-related disputes, and any such claims shall be dismissed.
- (e) 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.
- (f) 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 an impasse.
- (g) 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.
- (h) 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 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 (30) days from the effective date of the termination.
- (c) Contractor shall continue all Work not terminated.

17. ELECTRONIC CONTRACTING

Prime Award Number:
Contractor Name:
Contract Number:

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

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
 - 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 authorised 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.
- (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

Prime Award Number:
Contractor Name:
Contract Number:

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 "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)

- (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 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

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,

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- 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.
- (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.

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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 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.
 - vii. 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 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

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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.

(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

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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.
- (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 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.

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- 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 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.

"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.

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

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.

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.]

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

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>.