

1/30/2023

Request for Proposal (RFP)

Subject RFP #:	RFP-CATALYZE-217772-Edu-2023-0352
RFP Issue Date:	January 30 th , 2023
Terms of Reference / Specifications:	Evidence generation for Together for Early Childhood Evidence CATALYZE
Project	
The Company	Palladium International, LLC
Country of Performance	Ethiopia, Liberia, South Africa, Malawi, and Rwanda
Closing Date and Time	March 6 th , 2023
Contact Person	Catalyze.procurements@thepalladiumgroup.com
Details for Submission	Catalyze.procurements@thepalladiumgroup.com

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

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

I look forward to your response. If you have any queries, please do not hesitate to contact us by e-mail at catalyze.procurements@thepalladiumgroup.com no later than February 8th, 2023.

Yours sincerely,

CATALYZE Procurement 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

Palladium International LLC seeks a subcontractor to support the Phase III evidence generation activities for the USAID supported initiative Together for Early Childhood Evidence (T4CE) in Ethiopia, Liberia, Rwanda, South Africa, and Malawi with the SOW, project description, and deliverables attached below.

Type of Contract

Cost Reimbursable/Cost Plus Fixed Fee Contract – Completion Type

Anticipated Contract Term

24 month period: July 2023 to June 2025

Company Information

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

Project

The CATALYZE Blended Finance Mechanism is a \$250 Million, 8-year contract (5-year base period, with a single 3-year option period) which uses a facilitated partnership model to craft solutions to crowd in \$2 Billion in blended finance in USAID partner countries. The USAID CATALYZE EduFinance program develops private sector partnerships to facilitate innovations in financing and service delivery that increase access to low-cost, quality education. Blended finance - private capital leveraged with funding from USAID – mobilized by CATALYZE EduFinance will address the substantial funding gap to respond to the global need for increased access to quality education.

The COVID-19 pandemic has catapulted the issue of care of children into the global spotlight. Care of children can span a wide range of models, ranging from home-based care to center-based care (including community-based care, faith-based care, privately provided care or publicly supported care), to informal or family arrangements. USAID's CATALYZE EduFinance activity is investing in early childhood care and education to increase both quality of and access to early childhood care, resulting in improved learning and development outcomes for children, increased women's economic opportunity and employment, increased workforce development opportunities and increased business productivity. The activity below presents an opportunity to provide continued capacity building and support to USAID missions in 5 African countries to engage in early childhood work on data-driven early childhood systems, sharing learning from these efforts with USAID missions and partners planning and implementing in CATALYZE EduFinance ECCE (Early Childhood Care and Education) activities in the region.

Overview and Project Activities: Together for Early Childhood Evidence (T4ECE)

Together for Early Childhood Evidence (T4ECE) is an initiative supported by USAID that builds on global investments in early childhood education by building capacity within USAID Missions to engage in their early childhood work within their countries in the Africa region. The project convenes a network of government officials, researchers and other stakeholders interested in pre-primary data and measurement. The emphasis is on exploring how data can be utilized to help improve children's learning in the years before they enter formal schooling.

Timeline

Proposals should be submitted no later than the date and time indicated on the cover page of this RFP. Required validity period of offer is 90 days. Contract award will be contingent on USAID approval. We anticipate a start date of July 1, 2023.

Scope of Work and Standards

This will be the third phase of the T4ECE project that will provide continuity to the technical lines of work led by the existing subcontractor in Phases 1 and 2. These activities include:

1. Research and reporting on effective models for improving quality and access to early childhood education by focusing data on measurement and frameworks for strategic investments in early childhood education in the Africa region.
2. Convening meetings and workshops with Consortium Members
3. Communications/Virtual Knowledge Hub - maintain a website and generate blog posts and quarterly newsletter.
4. Provide technical assistance to Africa SD/ED to support pre-primary working group to develop guidance for USAID missions to start programming in pre-primary and to develop a pre-primary education framework.

Key deliverables and Timeline

#	Deliverables	Acceptable Criteria	Deadline (to be more defined upon contract award)
1	Workplan	Workplan: Gantt-style Microsoft Excel or Google spreadsheet as specified in Annex A.1	1 week/5 business days from award date
2	Country Activities Launched	5 country activities launched based on approved country workplan. Final reports based on country activities submitted.	Activities launched by December 2023; projects completed by December 2024
3	Virtual TA to USAID	Documented TA as specified in Annex A.1	Ongoing August 2023-June 2025
4	In-person presentation at CIES 2024	Microsoft PowerPoint presentation or GoogleSlides	Spring 2024
5	In-person presentation and small breakfast meeting at CIES 2025	Microsoft PowerPoint presentation or GoogleSlides Brief report on ECCE breakfast meeting, including a list of participants	Spring 2025

6	Africa convening	Concept Note and final report submitted for meeting as specified in Annex A.1	TBD in workplan
7	Virtual Learning Webinars with CATALYZE EduFinance ECCE Participating Stakeholders in Africa	Microsoft PowerPoint presentation or Google Slides from 4 learning webinars	TBD in workplan
8	Quarterly Newsletters	8 quarterly newsletters developed and disseminated to global ECE listserv	Quarterly starting September 2023
9	Quarterly Blogs	8 published on website and disseminated as specified in Annex A.1	Quarterly starting September 2023
10	Communications briefs	At least 4 communication briefs developed and disseminated as specified in Annex A.1	Periodic, TBD
11	Website	Website online and maintained as specified in Annex A.1	Website live by October 2023, ongoing maintenance
12	Reporting	Microsoft Word as specified in Annex A.1	Final report by June 2025

- Refer to Annex A for the full Scope of Work, including a complete breakdown of information on the deliverables.

The Company must have a Unique Entity Identification (UEI) number or obtain one within 5 days of being notified of selection. More information on obtaining a UEI number can be found [here](#).

Subcontractor Personnel

The Subcontractor must furnish the key personnel specified below in accordance with the minimum qualifications, experience, and roles and responsibilities noted. Prior to replacing any of the specified individuals, the Subcontractor must notify both the Activity Leader and Program Manager reasonably in advance and must submit written justification (including proposed substitution) in sufficient detail to permit evaluation of the impact on the program. No replacement of key personnel must be made by the Subcontractor without the written consent of the Activity Leader.

	Title	Tasks and Responsibilities
(a)	Team Leader	<p>Responsible for technical implementation and effective management of the project overall responsibility for supervising project staff, managing day-to-day relations with USAID and Palladium AMU. Ensures quality assurance across technical work and timely delivery of project deliverables. Reports to Palladium Sr. ECCE Manager.</p> <p>Qualifications</p> <ul style="list-style-type: none"> • Experience managing projects in early childhood education, measurement, or related fields; • Demonstrated experience in a senior project management role • Demonstrated technical knowledge in early childhood education measurement; • Proven experience building capacity and working collaboratively with stakeholders across government, USAID, non-state sector, and multilaterals; • Experience working with donor projects, USAID preferred; • Strong management and leadership skills, including the ability to mentor staff; • Excellent communication and interpersonal skills English.
(b)	Early Childhood Education Technical Specialist	<p>Provides technical assistance to country delegations to design and execute country ECE activities with quality. Provides technical assistance to USAID and Palladium on early childhood measurement. Designs convening event agenda and site visits and virtual learning events with the support of the Communications Specialist. Reports to Team Leader.</p>
(c)	Communications Specialist (part-time)	<p>Responsible for website. Documents learning for project communications deliverables and reporting. Reports to Team Leader.</p>
(d)	Operations and Finance Specialist (part-time)	<p>Responsible for budgeting, travel, and reporting, including management of country activities. Reports to Team Leader.</p>

Evaluation and Award Process

Proposals will be evaluated using a best value trade off methodology. This is a three-stage process.

- (1) The first set of criteria is graded on a pass-fail basis. Offerors must meet the following minimum eligibility qualification criteria and provide supporting documentation:

	Requirement	Supporting Documentation
(a)	<p>Must have an adequate accounting system and internal controls to manage a cost-reimbursable type contract.</p>	<p>(1) A written opinion or other statement from either</p> <p>a. a U.S. Government contracted auditor,</p>

		<p>b. a cognizant U.S. Government agency official, or</p> <p>c. a U.S. Government Prime Recipient or Prime Contractor that has issued the implementer a cost-type agreement and has conducted an audit to determine that the system is adequate (please provide such a report or audit for Palladium’s review).</p> <p>(2) A statement in your cost volume submission to Palladium</p>
(b)	Agree to the terms of working with CATALYZE. The forms do not need to be submitted with the proposal. The forms will be shared with the selected contractor and must be completed/acknowledged before final selection.	<p>A statement must be included in the technical proposal confirming ability to comply with the following:</p> <p>Code of Conduct form Business Ethics</p>
(c)	For firms only: UEI number	Provide the UEI number or proof of applying for the UEI number
(d)	Must not have any active exclusions from the working with the US government (www.sam.gov), the UN (Sanctions List), or the US Department of the Treasury Office of Foreign Asset Control	N/A –Palladium will conduct a search of these databases as part of the due diligence process
(e)	Company must not be a foreign government-controlled organization	Confirmation statement included in Technical Proposal under “background and organizational capacity on the firm.”
(f)	Company must not have controlling interest held by a government, government agency, or agent thereof	Confirmation statement included in Technical Proposal under “background and organizational capacity on the firm.”

(2) If these minimum criteria are met, the offers technical proposal will be evaluated as follows:

Evaluation Criteria	Components Evaluated	Points
Team structure	<p>A written description of the total team structure and composition, submitted with team members technical resumes, demonstrating experience:</p> <ul style="list-style-type: none"> • In the Education and/or Finance sector, with specific focus for the Early Childhood Care and Education sector • Creating and disseminating communications products including newsletters, briefs, blogs, and conferences • And familiarity conducting work in the countries of performance 	35
Technical Approach	Technical quality of the proposal and methodologies, including a workplan and relevant project expertise.	35
Previous experience, report writing and presentation, and communications.	<p>Previously completed relevant work samples, preferable within the ECCE space, to demonstrate experience and knowledge in:</p> <ul style="list-style-type: none"> • Technical expertise, including relevant written reports and technical documents to showcase experience 	30

	supporting country teams and managing grants. <ul style="list-style-type: none"> • Virtual knowledge hubs and communications, such as blog posts, websites built, newsletters, and briefings. • Convenings and conferences, such as workshop materials and/or slide decks used. 	
Total		100

(3) The offeror's cost proposal will be evaluated for:

- Proposed total price, relative to other offers received
- Realism and reasonableness of the work to be performed
- Price reflects a clear understanding of the requirements
- Price is consistent with various elements of the technical proposal
- Compliance with USAID cost principles (For profit entities –Cost Principles in FAR Part 31, Non-profit entities –2 CFR 200 Subpart E)

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.

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 for the submission of the Technical Proposal:

The main technical proposal should include:

- (a) Cover page with firm or individual contact info and signed by an authorized representative of the company or the individual (max 1 page)
- (b) Background and organizational capacity on the firm and relevant expertise (max 2 pages)
- (c) Proposed methodology for technical implementation and a work plan showing how the firm would execute this project including a timeline for task and deliverable completion (max 3 pages)
- (d) Management approach with proposed team composition with roles and responsibilities and reporting structure (max 3 pages).
- (e) Past Experience Information/Capability Statement with a completed Relevant Project Table (seen in Annex B) for maximum three (3) projects previously performed by the firm (not older than five years) demonstrating expertise in:
 - a. Previous experience with donor-funded projects
 - b. Capacity building and providing technical assistance in the ECCE space.
 - c. The Africa region, with preference for relevant countries of performance listed above

Annexes to the technical proposal should include:

- (f) Contact details for three referees (max 1 page)

- (g) Two previous relevant work samples of communications products similar to proposed deliverables and related to subject matter covered in the SOW, preferably demonstrating technical expertise within the ECCE space.
- (h) CVs of proposed personnel for each position (max 2 pages per CV).

Instructions for the submission of the Cost Proposal:

Offerors must submit a detailed budget breaking out all costs associated with the completion of this work. Cost elements to incorporate may include, but are not limited to: labor hours, transportation, travel, venue rentals, communication and virtual hub costs, indirect rates with substantiation, any applicable taxes or fees. Please see the Attachment for a sample budget template or contact CATALYZE.Procurements@thepalladiumgroup.com for more information.

Key assumptions:

- Budget in USD
- All prices should be inclusive of relevant taxes
- Separate unit cost and number of units
- Break down activity costs in as much detail as possible (see template attached)
- Offeror should budget for: labour costs to complete tasks and deliverables listed in Annex A Scope Work, travel to/from conferences and workshops, and all other associated costs (such as relevant Software subscriptions, communications tools, etc.).

Budget Narrative

Offerors must also submit a budget narrative as a part of the cost proposal. The budget narrative must explain and justify the estimated costs by line item or category in the budget. Proper budget narratives should explain how the costs associated with each line item or category relate to the technical implementation of the project as outlined in the proposal being submitted.

Fixed Fee (if applicable)

If offerors choose to include fee in their cost proposal, payment of fee will be tied to successful completion of deliverables outlined in the **Key deliverables and Timeline** portion of this RFP. Offerors must propose a fee payment schedule (due dates as well as fee amounts) in line with these deliverables. Additionally, the budget narrative must include information on how the overall proposed fee is reasonable as well as the reasonableness of proposed fee per deliverable.

Accounting System and Internal Controls

In order to implement a cost reimbursement-type contract under U.S. Government funding, the implementer must have an adequate accounting system and internal controls.

Evidence of an adequate accounting system should include a written opinion or other statement from either (1) a U.S. Government-contracted auditor, (2) a cognizant U.S. Government agency official, or (3) a U.S. Government Prime Recipient or Prime Contractor that has issued the implementer a cost-type agreement and has conducted an audit to determine that the system is adequate (please provide such a report or audit for Palladium's review).

If you do not have an accounting system that has been determined to be adequate by any of the above three reviewers but you believe your accounting system is adequate, you must state this in your cost volume submission to Palladium and will be required to complete a risk assessment questionnaire. As part of the proposal or application process Palladium will review your submission and may require an independent audit or review of your accounting system before the award. If Palladium determines that your accounting system or system of internal controls is not adequate due to correctable issues/deficiencies, Palladium may include additional terms and conditions in any resulting agreement and require that a corrective action plan be put in place to correct any deficiencies. Palladium shall not award cost type contracts or awards if the implementer's accounting system is deemed inadequate unless Palladium determines that the action plan for correcting the accounting system is timely and acceptable and issues may be mitigated through additional terms and conditions in the interim. In the case where an implementer's systems are deemed totally

inadequate for cost type agreements, Palladium may at its sole discretion consider other than a cost reimbursement-type mechanism to contract with.

Resulting Award

This RFP in no way obligates Palladium to award a contract. Palladium may opt to select multiple offers in response to this RFP.

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.

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.

- Business Partner Code of Conduct
- Draft cost reimbursable type subcontract
- All other necessary attachments listed under Evaluation and Award Processes, as they apply to the applicant

ANNEX A: Scope of Work and Deliverables for Together for Early Childhood Evidence (T4ECE)

Anticipated Contract Term

24 month period: July 2023 to June 2025

Company Information

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Overview and Project Activities: Together for Early Childhood Evidence (T4ECE)

Together for Early Childhood Evidence (T4ECE) is an initiative supported by USAID that builds on global investments in early childhood education by building capacity within USAID Missions to engage in their early childhood work within their countries in the Africa region. The project convenes a network of government officials, researchers and other stakeholders interested in pre-primary data and measurement. The emphasis is on exploring how data can be utilized to help improve children's learning in the years before they enter formal schooling.

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4. Provide technical assistance to Africa SD/ED to support pre-primary working group to develop guidance for USAID missions to start programming in pre-primary and to develop a pre-primary education framework.

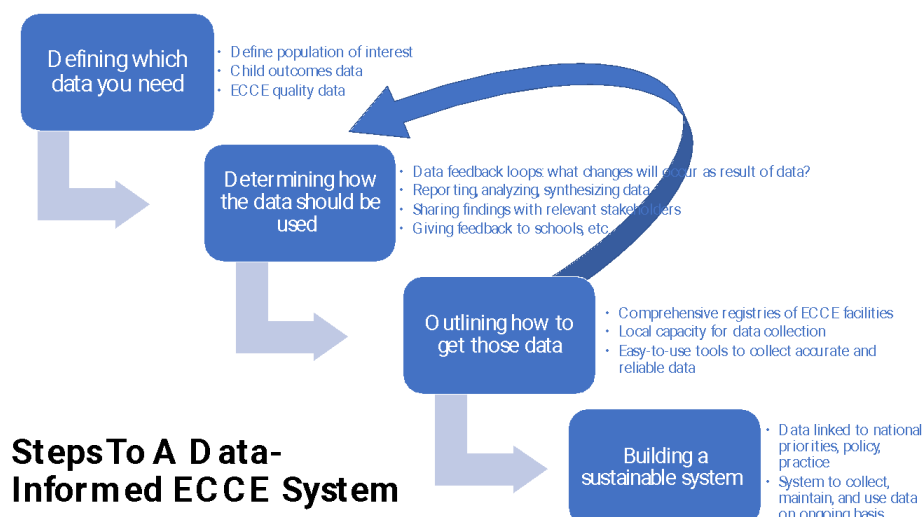
Phase 3 Activities

1. Technical assistance and capacity building

A key focus area of T4ECE activity is building capacity within countries and in USAID to collect and use early childhood data. The subcontractor will provide targeted technical assistance and resources to build capacity in five target countries (Ethiopia, Liberia, Rwanda, South Africa, and Malawi). In addition, the project team will have time set aside to provide technical guidance to USAID Missions and Washington, DC, office on specific areas in early childhood data and measurement, including on CATALYZE EduFinance ECCE.

1.1 Country activities. The subcontractor will manage five country-level activities to support data-informed ECCE systems. Building off the momentum from a recent in-person T4ECE workshop in Mauritius in October 2022, the subcontractor will support country teams from Ethiopia, Liberia, Rwanda, South Africa, and Malawi take concrete steps to build an early childhood system that is data and evidence-driven. In the Mauritius workshop, country teams reviewed a framework for a data informed ECCE system (depicted below) and reflected on opportunities where data can influence quality ECCE in their countries. Acknowledging that each country is at a different place in their journeys, country teams engaged in in-depth discussions about the opportunities, bottlenecks, and concrete next steps needed to meet their country-specific goals. Country teams developed mini-action plans to define specific activities that could take place to meet one-year goals. In Rwanda, the team sought to integrate access, child development, and quality data into existing government systems; in Malawi, the team sought to start to establish a data system as ECD is formalized; in South Africa, the team sought to scope out a plan to track young children over time through interoperable systems; and in Liberia, the team sought to start to build a comprehensive ECE registry and EMIS system. More details on the country action plans can be found in the T4ECE Mauritius Workshop Summary. The detailed plans will be provided to the awarded subcontractor for Phase III. For more information on country activities, previous work done under Phases I and II of the T4ECE can be found here.¹

The T4ECE country activities will be defined within the country action plans. Building off the initial country action plans, the subcontractor will work with each country team and partner organization to provide explicit funding parameters and clearly define a scope of work for the country activities. Throughout the subcontract period, the subcontractor will monitor country activity deliverables and provide virtual technical assistance to each team.



¹ Direct link to paste: <https://www.rtachesn.org/together-for-ecce-news-story/together-for-early-childhood-evidence-supports-four-country-research-projects-in-africa/>

1.2 Virtual support to USAID and partners. The subcontractor will provide ongoing technical assistance to Africa SD/D, the USAID ECE working group, CATALYZE EduFinance ECCE, and USAID Education Missions. Support may include sharing articles, making connections to network of experts, reviewing terms of references, providing technical inputs to program documents, providing specific guidance on requested topics, participating in pre-primary working group meetings, hosting webinars focused on specific ECD issues, other virtual activities for an African community of practice, etc.

2. Convening

The subcontractor will convene in-person meetings and workshops for T4ECE Task Force teams, USAID staff, and other relevant partners.

2.1 Comparative & International Education Society Conferences. In 2024 and 2025, the subcontractor will attend and represent T4ECE at the Comparative and International Education Society conference. The goal of attending CIES will be to network with global education stakeholders and share progress on T4ECE work, including ongoing country work. In 2025, the subcontractor should plan a small ECE breakfast meeting with relevant stakeholders.

2.2 In-person workshop. T4ECE will convene 1 in-person 3-4-day workshop in Africa. Approximately 50 participants are budgeted (5 sponsored participants from each of the 5 focus countries, local attendees/ECE stakeholders, subcontractor project team members, CATALYZE ECCE stakeholders, and USAID staff). The purpose of the meeting will be for country teams to come together to share their experience with their T4ECE country activities and continue to collaborate as a regional community of practice. The meeting agenda must include 1-2 ECE site visits with participants.

2.3 Virtual learning webinars with CATALYZE EduFinance ECCE stakeholders: The subcontractor will work with Palladium and USAID to identify content for knowledge sharing with participating USAID missions and stakeholders in the CATALYZE EduFinance ECCE activity. This could include presentations from T4ECE focus country stakeholders on their country subcontract activities or a presentation from the subcontractor related to good practices in early childhood data and measurement.

3. Virtual Knowledge Hub/Communications

As part of a virtual knowledge hub, the subcontractor will develop and maintain a website, generate blog posts, and quarterly newsletter content during the project to ensure members and broader stakeholders are informed about the good practices in early childhood data and measurement.

3.1 Newsletters: The subcontractor will produce eight quarterly newsletters with news and resources on ECE data and measurement, country activities, and partner updates and disseminate to project stakeholders and a broad network of global early childhood stakeholders. This can include both a listserv as well as cross-posting on early childhood partner webpages/hubs, such as the African Early Childhood Network, ADEA, the ECD Action Network (ECDAN), and other early childhood networks in and outside of the region.

3.2 Blogs: The subcontractor will produce eight quarterly blog posts on T4ECE events, new research, materials, and members' publications. The team will invite guest bloggers as well as serve as lead authors for ongoing blogs. The blog posts should also be cross posted on early childhood partner webpages as described in 3.1

3.3 Communications briefs: The subcontractor will produce periodic communications materials that will be disseminated through the newsletter and website. Short (1-3 pages), digestible briefs may be produced that provide examples of country results, or other requested topics from the consortium. The briefs should be cross posted as described in 3.1.

3.4 Website: The subcontractor will develop and maintain a T4ECE website to feature T4ECE activities and resources. The website should mirror the existing T4ECE website with “Member countries,” “Stories and News,” “Resources,” and “About” pages.

Key deliverables and Timeline

#	Deliverables	Acceptable Criteria	Deadline (to be more defined upon contract award)
1	Workplan	Workplan: Gantt-style Microsoft Excel or Google spreadsheet as specified in Annex A.1	1 week/5 business days from award date
2	Country Activities Launched	5 country activities launched based on approved country workplan. Final reports based on country activities submitted.	Activities signed by December 2023; projects completed by December 2024
3	Virtual TA to USAID	Documented TA as specified in Annex A.1	Ongoing August 2023-June 2025
4	In-person presentation at CIES 2024	Microsoft PowerPoint presentation or GoogleSlides	Spring 2024
5	In-person presentation and small breakfast meeting at CIES 2025	Microsoft PowerPoint presentation or GoogleSlides Brief report on ECE breakfast meeting, including a list of participants	Spring 2025
6	Africa convening	Concept Note and final report submitted for meeting as specified in Annex A.1	TBD in workplan
7	Virtual Learning Webinars with CATALYZE EduFinance ECCE	Microsoft PowerPoint presentation or Google Slides from 4 learning webinars	TBD in workplan

	Participating Stakeholders in Africa		
8	Quarterly Newsletters	8 quarterly newsletters developed and disseminated to global ECE listserv	Quarterly starting September 2023
9	Quarterly Blogs	8 published on website and disseminated as specified in Annex A.1	Quarterly starting September 2023
10	Communications briefs	At least 4 communication briefs developed and disseminated as specified in Annex A.1	Periodic, TBD
11	Website	Website online and maintained as specified in Annex A.1	Website live by October 2023, ongoing maintenance
12	Reporting	Microsoft Word as specified in Annex A.1	Final report by June 2025

Refer to Annex A.1 for a complete breakdown of information on the deliverables.

Annex A.1: Scope of Work and Deliverables

Deliverables and Specifications:

The Subcontractor will submit the deliverables as per below specifications:

All written deliverables will be emailed to the designated Palladium contact by End of Day (local time) on the date specified in the contract agreement and will be in English, single-spaced Microsoft Word or Google Docs in 11-point Arial or Times New Roman font. The deliverables must be free of spelling and grammatical errors.

1. **Workplan:** Work Plan will include a timeline for completing key tasks in a gantt-chart format.
2. **Country Activities:** A scope of work for country activities in each of the five countries. Activity workplans should be decided by December 2023 and all activities must be executed by December 2024. A final 15-page report detailing the activities completed by all five country activities must be submitted by February 2024.
3. **TA:** A description of the planned TA allocated between the five focus countries and the Washington, DC based USAID and CATALYZE Edufinance ECCE should be included in the project workplan and documented in the final report.
4. **CIES 2024:** The presented slide deck must be submitted in Microsoft PowerPoint or Google Slides and posted to the website no later than April 15, 2024.
5. **CIES 2025:** The presented slide deck must be submitted in Microsoft PowerPoint or Google Slides and posted to the website no later than 1 month after the event.

6. **Africa Convening:** 1 3-4-day conference for 50 participants conducted as described above. A 5–7-page report documenting the agreements and lessons-learned submitted no later than 1 month after the event.
7. **Knowledge Sharing with CATALYZE EduFinance ECCE stakeholders:** a presented slide deck must be submitted in Microsoft PowerPoint or Google Slides and posted to the website no later than 1 month after each of the 4 events.
8. **Newsletters:** 8 quarterly newsletters produced from September 2023-June 2025 and disseminated as described in 3.1 above.
9. **Blogs:** 8 quarterly blogs produced from September 2023-June 2025 and disseminated as described in 3.2 above.
10. **Communications Briefs:** at least 4 briefs produced from September 2023-June 2025 and disseminated as described in 3.3 above.
11. **Website:** a developed website launched by October 2023 as described in 3.4 above.
12. **Final report:** At the end of the project, the subcontractor will produce a 10-12 page “lessons learned” summary report

Annex B: Relevant Project Table

[Project Name/Title]
1. Contract Dollar Value: [insert total contract value] Status (check one): Active _____ Completed _____
2. Date of Contract Start Date: [insert Date Month Year] Contract Completion Date (including extensions): [insert Date Month Year]
3. Client and/or Donor: [insert Client/Donor name]
4. Name, Position title, Address, Telephone Number, and E-mail Address of the Client and/or Donor point of contact: [Please provide name and contact details of the project's client point of contact. Projects with missing Client Donor names and contact details will not be considered.]
5. Primary Location of Work: [City, Country] Description: [Please provide a brief description of the objectives, approaches and key outcomes of the project]

GBL CC02 Business Partner Code of Conduct

Approved by:	CEO	Policy type:	GBL
		Policy number:	GBL CC02
Responsible official:	Managing Director Organisational Effectiveness	Version:	1.4
		Effective date:	27 July 2021

Revision history

Version:	Effective date:	Approved by:	Summary of changes:
1.0	1 September 2015	CEO	NA
1.1	1 November 2017	CEO	Updated to align with Regional Business Partnerships
1.2	10 August 2019	CEO	Update for respectful workplace, safeguarding and other
1.3	27 February 2020	CEO	Updated Child Protection requirements
1.4	27 July 2021	CEO	Updated responsible official

Statement

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

Contents

1.	Purpose	3
2.	Applicability.....	3
3.	Definitions.....	3
4.	Policy	6
4.1.	Integrity and Ethics.....	6
4.1.1.	General Integrity.....	6
4.1.2.	Accountability.....	6
4.1.3.	Transparency and Record Keeping.....	6
4.1.4.	Duty of Care.....	7
4.1.5.	Tax.....	7
4.1.6.	Procurement.....	7
4.1.7.	Anticorruption/Bribery/Graft.....	7
4.1.8.	Intellectual Property.....	8
4.1.9.	Scientific integrity.....	8
4.1.10.	Fraud/waste/abuse.....	9
4.1.11.	Conflicts of Interest.....	9
4.2.	Privacy and Information Protection.....	9
4.2.1.	Privacy Protection, Responsibilities and Expectations.....	9
4.2.2.	Access to and Protection of Information.....	10
4.2.3.	Access to and Protection of Resources.....	10
4.2.4.	Information Communication Technology Systems Use.....	10
4.3.	Respectful Workplace.....	11
4.3.1.	Anti-Discrimination.....	11
4.3.2.	Anti-Harassment.....	12
4.3.3.	Anti-Bullying.....	12
4.3.4.	Grievances.....	12
4.4.	Safeguarding.....	12
4.4.1.	Child Protection.....	12
4.4.2.	Prevention of Sexual Exploitation, Abuse and Harassment.....	14
4.5.	Environment, Health and Safety.....	14
4.5.1.	Sustainability and the Environment.....	14
4.5.2.	Health and Safety.....	14
4.5.3.	Anti-Narcotics and Drug-Free Workplaces.....	14
4.5.4.	Antipersonnel Mines.....	14
4.6.	International Governance.....	15
4.6.1.	Political Activity.....	15
4.6.2.	Human Trafficking.....	15
4.6.3.	Terrorism.....	15
4.6.4.	Sanctions.....	15
5.	Duty to Comply.....	16
6.	Reporting.....	16

1. Purpose

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

2. Applicability

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

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

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

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

3. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Policy

4.1. Integrity and Ethics

4.1.1. General Integrity

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

Business Partners are required to:

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

4.1.2. Accountability

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

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

Self-reporting of non-compliance is encouraged.

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

4.1.3. Transparency and Record Keeping

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

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

4.1.4. Duty of Care

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

4.1.5. Tax

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

4.1.6. Procurement

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

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

4.1.7. Anticorruption/Bribery/Graft

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

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

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

Business Partners must not:

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

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

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

4.1.8. Intellectual Property

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

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

4.1.9. Scientific integrity

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

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

4.1.10. Fraud/waste/abuse

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

4.1.11. Conflicts of Interest

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

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

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

4.2. Privacy and Information Protection

4.2.1. Privacy Protection, Responsibilities and Expectations

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

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

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

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

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

4.2.2. Access to and Protection of Information

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

4.2.3. Access to and Protection of Resources

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

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

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

4.2.4. Information Communication Technology Systems Use

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

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

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

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

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

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

4.3. Respectful Workplace

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

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

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

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

4.3.1. Anti-Discrimination

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

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

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

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

4.3.2. Anti-Harassment

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

4.3.3. Anti-Bullying

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

4.3.4. Grievances

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

4.4. Safeguarding

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

4.4.1. Child Protection

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

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

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

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

Business Partners will not:

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

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

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

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

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

4.4.2. Prevention of Sexual Exploitation, Abuse and Harassment

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

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

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

4.5. Environment, Health and Safety

4.5.1. Sustainability and the Environment

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

4.5.2. Health and Safety

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

4.5.3. Anti-Narcotics and Drug-Free Workplaces

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

4.5.4. Antipersonnel Mines

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

4.6. International Governance

4.6.1. Political Activity

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

4.6.2. Human Trafficking

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

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

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

4.6.3. Terrorism

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

4.6.4. Sanctions

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

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

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

Updated sanctions lists can be found here:

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

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

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

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

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

5. Duty to Comply

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

6. Reporting

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

SUBCONTRACT AGREEMENT – COST TYPE UNDER USAID CPFF CONTRACTS WITH USAID
("Subcontract")

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	Click here to enter text.
Company Representative Email	Click here to enter text.
Company Contracting Representative Name and Title	Turner Hirsh, Director of Finance and Compliance, CATALYZE
Company Representative Email	Turner.Hirsh@thepalladiumgroup.com
Subcontractor Name ("Subcontractor")	Click here to enter text.
Subcontractor's UEI Number	Click here to enter text.
Address	
Subcontractor's Technical Representative Name and Title	Click here to enter text.
Subcontractor's Representative Email	Click here to enter text.
Subcontractor's Contracting Representative Name and Title	Click here to enter text.
Subcontractor's Representative Email	Click here to enter text.
Project Name ("Project")	Click here to enter text.
Subcontractor Subcontract Number (if applicable)	Click here to enter text.
Subcontract Estimated Cost Ceiling:	
Subcontract Fixed Fee:	
Client ("Client")	U.S. Agency for International Development
Prime Contract date and parties ("Head Contract")	
Prime Contract Currency	USD
Effective Date of this Subcontract ("Effective Date")	Click here to enter a date.
Term ("Term")	Start: Click here to enter a date. End: Click here to enter a date.
Contract Type:	Cost Plus Fixed Fee Completion
Contract Ceiling:	Click here to enter text.
Country of Performance ("Recipient Country")	Click or tap here to enter text.
Jurisdiction ("Jurisdiction")	District of Columbia, United States of America
Subcontract Currency ("Subcontract Currency")	USD
Records Retention Period ("Records Retention Period")	In accordance with FAR 4.7
Payment by	Wire Transfer

Palladium International, LLC

This Subcontract is governed by the laws of the Jurisdiction and the Parties submit to the jurisdiction of the courts of such place. This Subcontract constitutes the entire agreement between the Parties. Any prior understanding, representation or warranty of any kind preceding the date of this Subcontract is hereby superseded by this Subcontract. This Subcontract is not valid unless signed by authorized personnel of both parties.

Signed for the Company:		Signed for the Subcontractor:	
Name:	Click here to enter text.	Name:	Click here to enter text.
Title/Role:	Click here to enter text.	Title/Role:	Click here to enter text.
Date:	Click here to enter a date.	Date:	Click here to enter a date.

Prime Contract Number:
Subcontractor Name:
Subcontract Number:

TERMS AND CONDITIONS

This Subcontract is made between **Palladium International, LLC** (the “Company”), a limited liability company incorporated under the laws of the state of Delaware, U.S.A., and [Click here to enter text.](#) (hereinafter called “the Subcontractor”) a [Click here to enter text.](#), incorporated under the laws of [Click here to enter text.](#)

The Subcontract is in full force as of the first day of the Effective Date between the Company and the Subcontractor. The Company and the Subcontractor 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 Subcontract:

1. BACKGROUND: PERIOD OF PERFORMANCE/TERM OF ENGAGEMENT

- (a) The Company is an international project management and consultancy company that provides technical systems and project management.
- (b) The Subcontractor has represented that it has the necessary expertise and skills to assist the Company.
- (c) Based on the Subcontractor’s representations, the Company has decided to engage the Subcontractor to provide non-commercial goods/services to the Company, as described in Article 2, **Description of Deliverables** (“Deliverables”).
- (d) The Subcontractor has agreed to provide the Deliverables as defined in this Subcontract for the consideration and on the terms and conditions contained in this Subcontract.

2. DESCRIPTION OF DELIVERABLES/SCOPE OF WORK

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

INSERT

3. CONSIDERATION

Subcontractor will submit invoices as provided in **Annex B** of the Subcontract. Subject to the other terms and conditions of the Subcontract, the Company will pay Subcontractor as provided in **Annex B** of the Subcontract.

3.1 TYPE OF SUBCONTRACT

This is a Cost Plus Fixed Fee, Level of Effort Type Subcontract. Under this Subcontract, Subcontractor will be reimbursed for allowable, reasonable and allocable costs in accordance with the applicable cost principles at FAR Part 31 or 2 CFR 200 Subpart E and FAR 52.216-7 Allowable Cost and Payment and will be paid a fixed fee for delivery of the total ordered Level of Effort in the defined labor categories, as outlined in **Annex B** of this Subcontract. The Subcontractor’s fixed fee will be proportionately reduced for the delivery of the reduced amount of level of effort as further outlined in **Annex B** of this Subcontract.

3.2 ESTIMATED COST, FIXED FEE, AND OBLIGATED AMOUNT

(a) [The total estimated cost for the performance of the work required hereunder, exclusive of fixed fee, if any, is \\$XXXX. The fixed fee, if any, is \\$XXX. The total estimated cost-plus fixed fee, if any, is \\$XXX](#)

(b) Within the estimated cost plus fixed fee (if any) specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Subcontractor (and payment of fee, if any) for

Palladium International, LLC

performance hereunder is \$XXX. The Subcontractor must not exceed the aforesaid obligated amount. The Subcontractor must request additional funding at least 90 day before it estimates it will run out of the current obligated amount.

3.3 BUDGET AND CEILING PRICE

INSERT BUDGET SUMMARY

Please see detailed budget dated XXX in Annex B which is incorporated in full.

3.4 COST REIMBURSABLE

The U.S. dollar costs allowable must be limited to reasonable, allocable and necessary costs determined in accordance with FAR 52.216-7, Allowable Cost and Payment, and 52.232-20 and 52-232-22 Limitations of Cost and Limitations of Funds and AIDAR 752.7003, Documentation for Payment.

3.5 SUBCONTRACTOR ACCOUNTING SYSTEMS

The Subcontractor warrants that the Subcontractor's accounting system shall provide for—

- (a) A sound internal control environment, accounting framework, and organizational structure;
- (b) Proper segregation of direct costs from indirect costs;
- (c) Identification and accumulation of direct costs by contract;
- (d) A logical and consistent method for the accumulation and allocation of indirect costs to intermediate and final cost objectives;
- (e) Accumulation of costs under general ledger control;
- (f) Reconciliation of subsidiary cost ledgers and cost objectives to general ledger;
- (g) Approval and documentation of adjusting entries;
- (h) Management reviews or internal audits of the system to ensure compliance with the Subcontractor's established policies, procedures, and accounting practices;
- (i) A timekeeping system that identifies employees' labor by intermediate or final cost objectives and includes verifiable timesheets and timesheet approval procedures
- (j) A labor distribution system that charges direct and indirect labor to the appropriate cost objectives;
- (k) Interim (at least monthly) determination of costs charged to a contract through routine posting of books of account;
- (l) Exclusion from costs charged to Government funded contracts of amounts which are not allowable in terms of Federal Acquisition Regulation (FAR) Part 31, Contract Cost Principles and Procedures, and other contract provisions;
- (m) Identification of costs by contract line item and by units (as if each unit or line item were a separate contract), if required by the contract;
- (n) Cost accounting information, as required—
 - i. By contract clauses concerning limitation of cost (FAR 52.232-20), Limitation of Funds (FAR 52.232-22), or allowable cost and payment (FAR 52.216-7); and
 - ii. To readily calculate indirect cost rates from the books of accounts;
- (o) Billings that can be reconciled to the cost accounts for both current and cumulative amounts claimed and comply with contract terms;
- (p) Adequate, reliable data for use in pricing; and
- (q) Accounting practices in accordance with standards promulgated by the Cost Accounting Standards Board (CAS), if applicable, otherwise, Generally Accepted Accounting Principles.

3.6 FIXED FEE

The Company shall pay the Subcontractor for performing this contract the fixed fee for successful completion of deliverables in accordance with following Fee Schedule:

[INSERT FEE SCHEDULE or refer to Annex A]

Prime Contract Number:
Subcontractor Name:
Subcontract Number:

3.7 INDIRECT COSTS

Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs must be reimbursed on the basis of the following negotiated provisional or final rates and the appropriate bases pursuant to the Subcontractor's current **NICRA dated XXXX**:

[insert NICRA Rates]

The Company reserves the right to settle all provisional indirect costs at the end of the Subcontract performance using Quick Close Out procedures, similar to those in FAR 42.708

4. ACCEPTANCE OF AGREEMENT/TERMS AND CONDITIONS

- (a) This Subcontract integrates, merges, and supersedes any prior offers, negotiations, and agreements concerning the subject matter hereof and constitutes the entire agreement between the parties.
- (b) Subcontractor's acknowledgment, acceptance of payment, or commencement of performance shall constitute Subcontractor's unqualified acceptance of this Subcontract.
- (c) Unless expressly accepted in writing by Company, additional or differing terms or conditions proposed by Subcontractor or included in Subcontractor's acknowledgment are objected to by Company and have no effect.
- (d) The headings used in this Subcontract 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 Subcontract.

5. APPLICABLE LAWS

- (a) This Subcontract and any matter arising out of or related to this Subcontract shall be governed by the laws of the State and Country from which this Subcontract is issued by Company, without regard to its conflicts of law provisions, except that any provision in this Subcontract that is (i) incorporated in full text or by reference from the Federal Acquisition Regulation (FAR); or (ii) incorporated in full text or by reference from any agency regulation that implements or supplements the FAR or; (iii) that is substantially based on any such agency regulation or FAR provision, shall be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal judicial bodies, boards of contracts appeals, and quasi-judicial agencies of the federal Government.
- (b) Subcontractor, in the performance of this Subcontract, shall comply with all applicable local, state, and federal laws, orders, rules, regulations, and ordinances, including those of the country of performance. Subcontractor 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. Subcontractor, at its expense, shall provide reasonable cooperation to Company in conducting any investigation regarding the nature and scope of any failure by Subcontractor or its personnel to comply with applicable local, state, and federal laws, orders, rules, regulations, and ordinances that may affect the performance of Subcontractor's obligations under this Subcontract.
- (c)
 - 1) If (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; as a result of any violation of applicable laws, orders, rules, regulations, or ordinances by Subcontractor, its officers, employees, agents, suppliers, or subcontractors at any tier, Company may proceed as provided for in (3) below.

- 2) Where submission of cost or pricing data is required or requested at any time prior to or during performance of this , if Subcontractor or its lower-tier subcontractors: (i) submit and/or certify cost or pricing data that are defective; (ii) with notice of applicable cut off dates and upon Company's request to provide cost or pricing data, submit cost or pricing data, whether certified or not certified at the time of submission, as a prospective subcontractor, and any such data are defective as of the applicable cut off date on Company's Certificate of Current Cost or Pricing Data; (iii) claim an exception to a requirement to submit cost or pricing data and such exception is invalid; (iv) furnish data of any description that is inaccurate; or, if (v) the U.S. Government alleges any of the foregoing; and, as a result, (A) Company's contract price or fee is reduced; (B) Company's costs are determined to be unallowable; (C) any fines, penalties, or interest are assessed on Company; or (D) Company incurs any other costs or damages; Company may proceed as provided for in (3) below.
- 3) Upon the occurrence of any of the circumstances, other than withholdings, identified in paragraphs (1) and (2) above, Company may make a reduction of corresponding amounts (in whole or in part) in the price of this Subcontract or any other contract with Subcontractor, and/or may demand payment (in whole or in part) of the corresponding amounts. Subcontractor shall promptly pay amounts so demanded. In the case of withholding(s), Company may withhold the same amount from Subcontractor under this Subcontract.**
- (d) Subcontractor 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) Subcontractor 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 Subcontractor in connection with the performance of this Subcontract.

6. ASSIGNMENT

Any assignment of Subcontractor's Subcontract rights or delegation of Subcontractor's duties shall be void, unless prior written consent is given by Company. Nevertheless, Subcontractor 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 Subcontractor. Company shall have the right to make settlements and/or adjustments in price without notice to any assignee financing institution.

7. CHANGE IN CONTROL OF SUBCONTRACTOR

Prior to a potential change of control of Subcontractor and at least ninety (90) days prior to the proposed effectiveness of such change of control, Subcontractor 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.

8. COMMUNICATION WITH COMPANY'S CUSTOMER

Subcontractor shall not communicate with Company's Client or higher tier Client in connection with this Subcontract, except as expressly permitted by Company in writing. This clause does not prohibit Subcontractor from communicating with the U.S. Government with respect to (1) matters Subcontractor

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 Subcontract, including a FAR or FAR Supplement clause included in this Subcontract, provides for direct communication by Subcontractor to the Government, or (4) any material matter pertaining to payment or utilization.

9. CONTRACT DIRECTION

- (a) Only the Company Contracting Representative has authority on behalf of Company to make changes to this Subcontract. 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 Subcontractor's personnel concerning the Work hereunder. No such action shall be deemed to be a change under the "Changes" clause of this and shall not be the basis for equitable adjustment.
- (c) Except as otherwise provided herein, all notices to be furnished by Subcontractor shall be in writing and sent to the Company Contracting Representative.

10. COUNTERFEIT WORK

- (a) The following definitions apply to this clause:

"Counterfeit Work" means Work that is or contains unlawful or unauthorized reproductions, substitutions, or alterations that have been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used Work represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.

"Suspect Counterfeit Work" means Work for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the Work part is authentic.

- (b) Subcontractor shall not deliver Counterfeit Work or Suspect Counterfeit Work to Company under this Subcontract.
- (c) Subcontractor shall maintain counterfeit risk mitigation processes in accordance with applicable industry recognized standards and with any other specific requirements identified in this Subcontract.
- (d) Subcontractor shall immediately notify Company with the pertinent facts if Subcontractor becomes aware that it has delivered Counterfeit Work or Suspect Counterfeit Work. Subcontractor, at its expense, shall provide reasonable cooperation to Company in conducting any investigation regarding the delivery of Counterfeit Work or Suspect Counterfeit Work under this Subcontract.
- (e) This clause applies in addition to and is not altered, changed, or superseded by any quality provision, specification, statement of work, regulatory flowdown, or other provision included in this Subcontract addressing the authenticity of Work.
- (f) In the event that Work delivered under this Subcontract constitutes or includes Counterfeit Work, Subcontractor shall, at its expense, promptly replace such Counterfeit Work with genuine Work conforming to the requirements of this Subcontract. Notwithstanding any other provision in this Subcontract, Subcontractor shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation Company's costs of removing Counterfeit Work, of installing replacement Work and of any testing necessitated by

the reinstallation of Work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies Company may have at law, equity or under other provisions of this Subcontract.

- (g) Subcontractor shall include paragraphs (a) through (f) and this paragraph (h) of this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Work to Company.

11. DEFINITIONS

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

"Subcontract" means the instrument of contracting, such as "Purchase Order", "PO", "", 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 "Subcontract" shall also mean the Release document for the Work to be performed.

"FAR" means the Federal Acquisition Regulation, issued as Chapter 1 of Title 48, Code of Federal Regulations.

"Company" means Company CORPORATION, acting through its companies or business units as identified on the face of this Subcontract. If a subsidiary or affiliate of Company is identified on the face of this Subcontract, then "Company" means that subsidiary or affiliate.

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

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

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

12. DISPUTES

- (a) Government-related disputes. In the event Subcontractor makes any claim involving any action or directive by, or on behalf of, the Government, or any question as to Subcontractor's compliance with the Prime Contract ("Government-related dispute"), Subcontractor shall submit its claim to Company, certified per the Contract Disputes Act and FAR 52.233-1, as a pass-through claim for presentation to the Government. In the case of a Government-related Dispute, Company's liability to Subcontractor shall be limited solely and exclusively to whatever monies are recovered in hand on behalf of Subcontractor from the Government. If Subcontractor 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 Subcontractor, shall present Subcontractor's Government-related dispute to the Government as a pass-through claim for resolution under the "Disputes" provisions of the prime contract and applicable law and regulation. Company agrees to present such claims for and on behalf of Subcontractor and to pass Subcontractor's Government-related dispute through to the Government in good faith, subject to Subcontractor's providing sufficient justification, back-up and certification of said Government-related dispute.
- (c) Costs, fees, and expenses. Subcontractor shall bear all reasonable and documented costs, fees, and expenses associated with, and incurred by Company, as part of Company's

presentation of Subcontractor'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 Subcontractor's only remedy for Government-related disputes. Subcontractor 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 subcontract that are not Government-related disputes (e.g., are directly and exclusively between Company and Subcontractor) are to be settled by binding arbitration to be held in the District of Columbia, USA. 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 and impasse.
- (g) Applicable law. The laws of the 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 Subcontractor will proceed and continue with performance unabated. Until final resolution of any dispute hereunder, Subcontractor shall diligently proceed with the performance of this subcontract as directed by Company.

13. ELECTRONIC CONTRACTING

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

14. EXPORT CONTROL

- (a) Subcontractor shall comply with all applicable U.S. export control laws and economic sanctions laws and regulations, specifically including but not limited to the International Traffic in Arms Regulations (ITAR), 22 C.F.R. 120 et seq.; the Export Control Reform Act of 2018; the Export Administration Regulations, 15 C.F.R. 730-774; and the Foreign Assets Control Regulations, 31 C.F.R. 500-598 (collectively, "Trade Control Laws").
- (b) Subcontractor shall notify Company if any deliverable under this Subcontract is restricted by applicable Trade Control Laws.
- (c) Subcontractor hereby represents that neither Subcontractor nor any parent, subsidiary or affiliate of Subcontractor is included on any of the restricted party lists maintained by the U.S. Government, including the Specially Designated Nationals List administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), Denied Parties List, Unverified List or Entity List maintained by the U.S. Commerce Department's Bureau of Industry and Security ("BIS"), or the List of Statutorily Debarred Parties maintained by the U.S. State Department's Directorate of Defense Trade Controls, or the consolidated list of asset freeze targets designated by the United Nations, European Union, and United Kingdom (collectively, "Restricted Party Lists"). Subcontractor shall immediately notify the Company Contracting Representative if Subcontractor, or any parent, subsidiary or affiliate of Subcontractor becomes listed on any Restricted Party List or if Subcontractor's export

privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. or non-U.S. government entity or agency.

- (d) Subcontractor shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expense, including attorney's fees, all expense of litigation and/or settlement, and court costs, arising from any act or omission of Subcontractor, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this clause.

15. EXTRAS

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

16. FURNISHED PROPERTY

- (a) Company may, by written authorization, provide to Subcontractor property owned by either Company or its customer (Furnished Property). Furnished Property shall be used only for the performance of this Subcontract.
- (b) Title to Furnished Property shall remain in Company or its customer. Subcontractor shall clearly mark (if not so marked) all Furnished Property to show its ownership.
- (c) Except for reasonable wear and tear, Subcontractor shall be responsible for, and shall promptly notify Company of, any loss or damage to Furnished Property. Without additional charge, Subcontractor shall manage, maintain, and preserve Furnished Property in accordance with applicable law, the requirements of this Subcontract and good commercial practice.
- (d) At Company's request, and/or upon completion of this Subcontract, Subcontractor shall submit, in an acceptable form, inventory lists of Furnished Property and shall deliver or make such other disposal as may be directed by Company.
- (e) The Government Property Clause contained in this Subcontract shall apply in lieu of paragraphs (a) through (d) above with respect to Government-furnished property, or other property to which the Government has title.

17. GRATUITIES/KICKBACKS

Subcontractor 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 Subcontract, Subcontractor certifies and represents that it has not made or solicited and will not make or solicit kickbacks in violation of FAR 52.203-7 or the Anti-Kickback Act of 1986 (41 USC 51-58), both of which are incorporated herein by this specific reference, except that paragraph (c)(1) of FAR 52.203-7 shall not apply.

18. INDEMNITY

Subcontractor 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 expenses, including attorney's fees, all expenses of litigation and/or settlement, and court costs, arising from any act or omission of Subcontractor, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this Subcontract.

19. INDEPENDENT CONTRACTOR RELATIONSHIP AND SUBCONTRACTOR PERSONNEL

Prime Contract Number:
Subcontractor Name:
Subcontract Number:

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

20. INFORMATION OF COMPANY

- (a) Subcontractor shall not reproduce or disclose any information, knowledge, or data of Company that Subcontractor may receive from Company or have access to, including proprietary or confidential information of Company or of others when in possession of Company (hereinafter Company Information), without the prior written consent of Company. Company Information includes, but is not limited to, business plans, marketing information, cost estimates, forecasts, bid and proposal data, financial data, formulae, compositions, products, processes, procedures, inventions, systems, or designs. Subcontractor agrees not to use any Company Information for any purpose except to perform this Subcontract. Subcontractor shall maintain data protection processes and systems sufficient to adequately protect Company information and comply with any law or regulation applicable to such information.
- (b) If Subcontractor becomes aware of any compromise of information used in the performance of this Subcontract or provided by Company to Subcontractor, its officers, employees, agents, suppliers, or subcontractors (an "Incident"), Subcontractor shall take appropriate immediate actions to investigate and contain the Incident and any associated risks, including notification within seventy-two (72) hours to Company after learning of the Incident. As used in this clause, "compromise" means that information has been exposed to unauthorized access, inadvertent disclosure, known misuse, loss, destruction, or alteration other than as required to perform the Work. Subcontractor shall provide reasonable cooperation to Company in conducting any investigation regarding the nature and scope of any Incident. Any costs incurred in investigating or remedying Incidents shall be borne by Subcontractor.
- (c) Prior to commencement of Work, Subcontractor shall have a written agreement with each of its employees performing services hereunder sufficient to enable Subcontractor to comply with this Clause.
- (d) Company information provided to Subcontractor remains the property of Company. Within thirty (30) days of the expiration or termination of this Subcontract or upon the request of Company, Subcontractor shall return or certify the destruction of all Company Information and any reproductions, and Subcontractor shall promptly surrender all information or proprietary data developed by Subcontractor in performance of this Subcontract, unless its retention is authorized in writing by Company.
- (e) Any Company provided information identified as proprietary or subject to restrictions on public disclosure by law or regulation shall be encrypted (i) if transmitted via the Internet, or (ii) during electronic storage if potentially accessible by the Internet or otherwise by non-authorized users.
- (f) The provisions set forth above are in addition to and do not alter, change or supersede any obligations contained in a proprietary information agreement between the parties.

21. INFORMATION OF SUBCONTRACTOR

Subcontractor shall not provide any proprietary information to Company without prior execution of a proprietary information agreement by the parties.

22. INSURANCE

- a) Subcontractor shall maintain at least the following insurance coverages, unless otherwise agreed by Prime Contractor in writing: 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 - \$1,000,000 or 3 times the contract amount, whichever is greater
 - 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
- b) Auto liability coverage in the amount of \$500,000 per occurrence and covering owned, hired and non-owned vehicles used in performance of this subcontract.
- c) Statutory workers' compensation insurance ("workers' compensation") in country/state in which work is to be performed.
- d) The Commercial General Liability, Auto Liability, and Umbrella Excess policies must include endorsements adding Palladium 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 Palladium and USAID. Addition of insured endorsements limiting coverage to "ongoing work" of the "sole negligence" of Subcontractor are not acceptable.
- e) 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 country where Subcontractor operates.
- f) Defense Base Act (DBA) insurance in accordance with FAR 52.228-3 and AIDAR 752.228-3 must be provided for all Subcontractor employees working outside the United States, through the authorized USAID DBA provider. Contractors must apply for coverage directly to AON Risk Insurance Services Inc., the agent for AWAC DBA Insurance. All annual audit adjustment for pre-paid DBA premiums which produce a credit or refund must be promptly credited to this Subcontract by the Subcontractor. The final audit must be requested by the Subcontractor from AON prior to submitting the final invoice under this Subcontract. For instructions on the required application form and submission requirements, contact the following office:

AON Risk Insurance Services West, Inc.
2033 N. Main St., Suite 760
Walnut Creek, CA 94596-3722
Hours: 8:30 A.M. to 5:00 PM, Pacific Time
Primary Contact: Fred Robinson
Phone: (925) 951-1856
Fax: (925) 951-1890
Email: Fred.Robinson@aon.com

23. INTELLECTUAL PROPERTY

- (a) Subcontractor warrants that the Work performed or delivered under this Subcontract 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, Subcontractor 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 expenses, including 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 Subcontract infringes or otherwise violates the intellectual property rights of any person or entity.

- (b) Subcontractor's obligations under paragraph (a) above shall not apply to the extent FAR 52.227-1 "Authorization and Consent" applies to Company's Prime Subcontract for infringement of a U.S. patent and Company and its customers are not subject to any actions for claims, damages, losses, costs, and expenses, including reasonable attorney's fees by a third party.
- (c) In addition to the Government's rights in data and inventions, Subcontractor agrees that Company, in the performance of its prime or higher tier contract obligations (including obligations of follow-on contracts, contracts for subsequent phases of the same program, and sustainment contracts), 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 Subcontract.
- (d) The tangible medium storing copies of all reports, memoranda or other materials in written form including machine readable form, prepared by Subcontractor and furnished to Company pursuant to this Subcontract shall become the sole property of Company.
- (e) No other provision in this Subcontract, including but not limited to the Indemnity clause, shall be construed to limit the liabilities or remedies of the parties under this clause.

24. 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 Subcontractor's proper and accurate invoice; (2) scheduled completion of performance date of the Work; or (3) actual completion of performance of the Work.
- (b) Each payment made shall be subject to reduction to the extent of amounts which are found by Company or Subcontractor not to have been properly payable and shall also be subject to reduction for overpayments.
- (c) Subcontractor 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 or at issue under this Subcontract or any other Subcontract 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.
- (g) This Subcontract is subject to bilateral tax exemptions for VAT and other taxes in [COUNTRY]. No VAT or other taxes for which a bilateral exemption exists are allowable costs under this Subcontract.

Palladium International, LLC

- (h) Subcontractor shall submit upon the request of Company's Contracting Representative a release of claims upon final payment under this Subcontract.
- (i) See **Annex B** for additional payment and invoicing details.
- (j) Subcontractor shall provide a detailed summary of all such costs by category of expense with each invoice. Subcontractor shall provide a legible receipt for each claimed individual expense exceeding USD \$75.00.

25. PLACE OF PERFORMANCE

The activities to be performed under this contract, including remote support to the XXXX, will take place in XXX.

26. PRECEDENCE

The provisions of the Subcontract shall be read together and applied in a manner consistent with the purpose of the Subcontract to the maximum practicable extent. In the event of ambiguity of or apparent conflict or inconsistency between or among such provisions, Subcontractor shall have an affirmative duty to notify Company and obtain guidance before interpreting them. If it fails to do so, Subcontractor shall be bound by the interpretation deemed by Company, in its sole discretion, to be appropriate.

27. QUALITY CONTROL SYSTEM

Subcontractor 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 Subcontract. Records of all quality control inspection work by Subcontractor shall be kept complete and available to Company and its customers.

28. RELEASE OF INFORMATION

Except as required by law, no public release of any information, or confirmation or denial of same, with respect to this Subcontract or the subject matter hereof, will be made by Subcontractor or its subcontractors without the prior written approval of Company. Subcontractor 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.

29. RETENTION OF RECORDS & AUDIT RIGHTS

Unless a longer period is specified in the Cover Sheet to this Subcontract or by law or regulation, Subcontractor shall retain all records related to this Subcontract for four (4) years from the date of final payment received by Subcontractor. Records related to this Subcontract include, but are not limited to, financial, proposal, procurement, specifications, production, inspection, test, quality, shipping and export, and certification records. At no additional cost, Subcontractor shall timely provide access to such records to the US Government and/or Company upon request.

In addition to FAR 52.215-2 Audit & Records Negotiations which applies to this Subcontract, Palladium reserves the right to conduct periodic audits of billed costs and compliance by the Subcontractor with the Subcontract's terms and conditions.

30. SUBCONTRACTOR BUSINESS SYSTEMS

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

Prime Contract Number:
Subcontractor Name:
Subcontract Number:

Palladium International, LLC

If Subcontractor's Business Systems are reviewed and approved by a Government agency, Subcontractor 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 Subcontractor's Business Systems.

31. SEVERABILITY

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

32. SURVIVABILITY

All rights, obligations, and duties hereunder, which by their nature or by their express terms extend beyond the expiration or termination of this Subcontract, 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 Subcontract.

33. TIMELY PERFORMANCE

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

34. TRAVEL COSTS

See Sections **41.6.13** and **41.6.14** below.

35. 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) Subcontractor shall disclose to Company in writing any FLOSS that will be used or delivered in connection with this Subcontract and shall obtain Company's prior written consent before using or delivering such FLOSS in connection with this Subcontract. 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) Subcontractor 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 Subcontract or the delivery of FLOSS. No other provision in this Subcontract, 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 Subcontract or for the delivery of FLOSS under this Subcontract.

36. USE OF DELIVERABLE TECHNICAL DATA AND COMPUTER SOFTWARE

- (a) This clause applies only to technical data or computer software delivered by Subcontractor to Company under this Subcontract.
- (b) As used in this clause "Nonconforming Marking" means any confidential, proprietary, or other restrictive-use markings that are not expressly permitted by applicable FAR, FAR Supplements or other applicable U.S. Government agency acquisition clauses incorporated into this Subcontract. Subcontractor shall not deliver technical data or computer software that contains Nonconforming Markings.
- (c) On behalf of the Government, Company may notify Subcontractor of such a Nonconforming Marking. If Subcontractor fails to remove or correct such marking within sixty (60) days after such notification, Company may, notwithstanding any other provision of this Subcontract, ignore or, at Subcontractor's expense, remove or obliterate any such Nonconforming Marking as may be on technical data or computer software delivered by Subcontractor.

37. WAIVERS, APPROVALS, AND REMEDIES

- (a) Failure by either party to enforce any of the provisions of this Subcontract 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 Subcontractor of its obligation to comply with the requirements of this Subcontract.
- (c) The rights and remedies of either party in this Subcontract are cumulative and in addition to any other rights and remedies provided by law or in equity.

38. WARRANTY

- (a) Subcontractor 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 Subcontractor under this Subcontract.
- (b) Subcontractor warrants that it will perform the services under this Subcontract 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) Subcontractor warrants that all Work furnished pursuant to this Subcontract shall strictly conform to applicable specifications, drawings, samples, descriptions, and other requirements of this Subcontract 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, Subcontractor, 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 Subcontractor'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 Subcontractor'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) Subcontractor shall ensure that Subcontractor 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) Subcontractor 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, Subcontractor shall coordinate with Company to gain access. Subcontractor 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) Subcontractor personnel requiring access to Premises shall, prior to entry, be screened by Subcontractor at no charge to Company through the Company Subcontractor Screen Program, or otherwise screened by Subcontractor in a manner satisfactory to Company.
- (f) Subcontractor shall ensure that Subcontractor 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 Subcontract; (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 Subcontractor's data residing on Company, customer, or third-party assets on Premises.
- (g) Company may, at its sole discretion, have Subcontractor remove any specified employee of Subcontractor from Premises and require that such employee not be reassigned to any Premises under this Subcontract.
- (h) Violation of this clause may result in termination of this Subcontract in addition to any other remedy available to Company at law or in equity. Subcontractor shall reimburse Company, customer, or third party for any unauthorized use of Company, customer, or third-party assets.
- (i) Subcontractor shall advise the Company Procurement Representative of any unauthorized direction or course of conduct.

- (j) Subcontractor 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. Subcontractor shall provide Company with a copy of any reports of such incidents Subcontractor makes to governmental authorities.

40. EXCUSABLE DELAYS

a. Except for defaults and inexcusable delays of subcontractors at any tier, the Subcontractor shall not be in default solely because of any failure to perform this Agreement under its terms if the failure is excusable and arises from causes totally beyond the control and without the fault or negligence of the Subcontractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) labor strikes, (8) freight embargoes, and (9) unforeseeable and unusually severe weather (to the extent such weather was experienced not due to other delays caused by the Subcontractor which pushed the Project or Subcontractor's Work into that adverse weather). In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Subcontractor. Default includes failure to make progress in the Work so as to endanger performance.

a. If the failure to perform is caused by the failure of a subcontractor of Subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Subcontractor and its lower tier subcontractor, and without the fault or negligence of either, the Subcontractor shall not be deemed to be in default, unless –

- 1. The subcontracted supplies or services were obtainable from other sources;
- 1. The Company ordered the Subcontractor in writing to purchase these supplies or services from the other source; and
- 1. The Subcontractor failed to comply reasonably with this order.

a. Notwithstanding the above, the Company reserves the right to self-perform any of the services which the Subcontractor is unable to perform due to excusable delays as outlined above and reduce the ceiling or portions of work assigned to the Subcontractor under this Subcontract accordingly.

a. Furthermore, if the Client determines that the delay is inexcusable or otherwise claims damages or other recovery against the Company for the Subcontractor-caused delay, then Subcontractor shall be liable to the Company therefor and agrees to indemnify and hold the Company harmless for any claims or damages relating thereto.

a. Upon request of the Subcontractor, the Company shall ascertain the facts and extent of the failure. If the Company determines that any failure to perform results from one or more of the excusable causes above, the delivery schedule shall be revised, subject to the rights of the Company under the termination clause of this Subcontract.

41. INCORPORATION OF FAR CLAUSES

The Federal Acquisition Regulation (FAR) clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, to this Subcontract. If the date or substance of any of the clauses listed below is different from the date or substance of the clause actually incorporated in the Prime Subcontract referenced by number herein, the date or substance of the clause incorporated by said Prime Subcontract shall apply instead. The Contracts Disputes Act shall have no application to this Subcontract, and nothing in this Subcontract grants Subcontractor a direct claim or cause of action against the U.S. Government. Any reference to a "Disputes" clause shall mean the "Disputes" clause of this Subcontract. Subcontractor shall include in each lower-tier the appropriate flow down clauses as required by the FAR and FAR Supplement clauses included in this Subcontract.

41.1 GOVERNMENT

- (a) This Subcontract is entered into by the parties in support of a U.S. Government contract.
- (b) As used in the FAR clauses referenced below and otherwise in this Subcontract:
 - 1) "Commercial Item" means a commercial item as defined in FAR 2.101.

Palladium International, LLC

- 2) "Commercially available off-the-shelf (COTS) item" means a COTS item as defined in FAR 2.101.
- 3) "Subcontract" means this Subcontract.
- 4) "Contracting Officer" shall mean the U.S. Government Contracting Officer for Company's government prime contract under which this Subcontract is entered.
- 5) "Subcontractor" and "Offeror" means Subcontractor, which is the party identified on the face of the Subcontract with whom Palladium is contracting, acting as the immediate subcontractor to Company.
- 6) "Prime Subcontract" means the contract between Company and the U.S. Government or between Company and its higher-tier contractor who has a contract with the U.S. Government.
- 7) "" means any contract placed by the Subcontractor or lower-tier subcontractors under this Subcontract.

41.2 NOTES

- (a) The following notes apply to the clauses incorporated by reference below only when specified in the parenthetical phrase following the clause title and date.
 - 1) Substitute "Company" for "Government" or "United States" throughout this clause.
 - 2) Substitute "Company Contracting Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.
 - 3) Insert "and Company" after "Government" throughout this clause.
 - 4) Insert "or Company" after "Government" throughout this clause.
 - 5) Communication/notification required under this clause from/to Subcontractor to/from the Contracting Officer shall be through Company.
 - 6) Insert "and Company" after "Contracting Officer", throughout the clause.
 - 7) Insert "or Company Contracting Representative" after "Contracting Officer", throughout the clause.
 - 8) If Subcontractor is an international contractor, this clause applies to this Subcontract only if Work under the Subcontract will be performed in the United States or Subcontractor is recruiting employees in the United States to Work on the Subcontract.
- (b) See also the clause of this Subcontract entitled Communication with Company Customer with respect to communications between Subcontractor and the Government.

41.3 AMENDMENTS REQUIRED BY PRIME CONTRACT

Subcontractor agrees that upon the request of Company it will negotiate in good faith with Company relative to amendments to this Subcontract to incorporate additional provisions herein or to change provisions hereof, as Company may reasonably deem necessary in order to comply with the provisions of the applicable Prime Subcontract or with the provisions of amendments to such Prime Subcontract. If any such amendment to this Subcontract causes an increase or decrease in the cost of, or the time required for, performance of any part of the Work under this Subcontract, an equitable adjustment shall be made pursuant to the "Changes" clause of this Subcontract.

41.4 PRESERVATION OF THE GOVERNMENT'S RIGHTS

If Company furnishes designs, drawings, special tooling, equipment, engineering data, or other technical or proprietary information (Furnished Items) which the U. S. Government owns or has the right to authorize the use of, nothing herein shall be construed to mean that Company, acting on its own behalf, may modify or limit any rights the Government may have to authorize Subcontractor's use of such Furnished Items in support of other U. S. Government prime contracts.

41.5 PROVISIONS OF THE FEDERAL ACQUISITION REGULATION (FAR) INCORPORATED BY REFERENCE

The following FAR clauses apply to this Subcontract:

Prime Contract Number:
Subcontractor Name:
Subcontract Number:

FAR Clause	Title	Application
FAR 52.202-1	Definitions (NOV 2013)	
FAR 52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)	(Applies if this Subcontract exceeds \$150,000.)
FAR 52.203-7	ANTI-KICKBACK PROCEDURES (MAY 2014)	(Applies if this Subcontract exceeds \$150,000.)
FAR 52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)	(Applies if this Subcontract exceeds \$150,000.)
FAR 52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)	(Applies if this Subcontract exceeds \$5,500,000 and the period of performance is more than 120 days. Disclosures made under this clause shall be made directly to the Government entities identified in the clause with copy to the Company.)
FAR 52.203-14	DISPLAY OF HOTLINE POSTER(S) (OCT 2015)	(Applies if this Subcontract exceeds \$5,500,000. Contact the Palladium Contracting Representative for the location where posters may be contained if not indicated elsewhere in the Subcontract. Note 8 applies.)
FAR 52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011)	(Applies if this Subcontract exceeds \$150,000 where in which Subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual)
FAR 52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)	(Applies if this Subcontract exceeds \$150,000.)
FAR 52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)	
FAR 52.203-99	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (APR 2015)	
FAR 52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)	
FAR 52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER AWARDS (OCT 2018)	(Subparagraph (d)(2) does not apply. If Subcontractor meets the thresholds specified in paragraphs (d)(3) and (g)(2) of the clause, Subcontractor shall report required executive compensation by posting the information to the Government's System for Award Management (SAM) database or to the Prime Contractor. All information posted will be available to the general public.)
FAR 52.204-14	SERVICE CONTRACT REPORTING REQUIREMENTS (OCT 2016)	(Information required for first tier subcontractors under paragraph (f) of the clause must be submitted to Company annually by November 1)

Prime Contract Number:
 Subcontractor Name:
 Subcontract Number:

FAR Clause	Title	Application
FAR 52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018)	(Subcontractor shall provide Company copies of any reports provided under this clause which relate to the performance of this Subcontract.)
FAR 52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)	
FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)	(Applies if this Subcontract exceeds \$35,000. Copies of notices provided by Subcontractor to the Contracting Officer shall be provided to Company.)
FAR 52.215-2	AUDIT AND RECORDS – NEGOTIATION (OCT 2010)	(Applies if this Subcontract exceeds \$150,000. Note 3 applies. Alternate II applies if the Subcontractor is an educational or non-profit institution)
FAR 52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)	(Applies only if this Subcontract is subject to the Cost Principles at FAR Subpart 31.2 and Subcontractor did not propose facilities capital cost of money in its offer.)
FAR 52.215-23	LIMITATION ON PASS-THROUGH CHARGES (OCT 2009)	Applies if this is a cost-reimbursement in excess of \$150,000, except if the prime contract to which this contract relates is with DoD, then the clause applies to both cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed \$750,000. Notes 4 and 6 apply.)
FAR 52.216-7	ALLOWABLE COST AND PAYMENT (JUN 2013)	(Note 1 applies except in paragraphs (a)(3) and (b)(1)(ii)(F) where note 3 applies. Note 2 applies except in paragraph (g) where note 7 applies. The blank in paragraph (a)(3) is completed with "the 30th" unless otherwise specified in this Application Note. Paragraphs (a)(2), (b)(4), and (d)(4) are deleted. In paragraph (h) "six years" is changed to "5 years." The references to government entities in paragraph (d) are unchanged. Does not apply to labor hour contracts. For time and materials contracts, applies only to the material portion of the contract).
FAR 52.216-8	FIXED FEE (JUN 2011)	Applies only if this includes a fixed fee. Notes 1 and 2 apply. Delete the last two sentences of the clause. Does not apply if this is a labor hour or time and materials contract.)
FAR 52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)	(Note 8 applies.)

Prime Contract Number:
Subcontractor Name:
Subcontract Number:

FAR Clause	Title	Application
FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (AUG 2018)	(Applies if this Subcontract exceeds \$700,000 except the clause does not apply if Subcontractor is a small business concern. Note 2 is applicable to paragraph (c) only. Subcontractor's subcontracting plan is incorporated herein by reference. Note 8 applies.)
FAR 52.222-2	PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)	(Insert Zero in the blank. Notes 2 and 3 apply.)
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015)	(Note 8 applies.)
FAR 52.222-26	EQUAL OPPORTUNITY (SEP 2016)	(Note 8 applies.)
FAR 52.222-29	NOTIFICATION OF VISA DENIAL (APR 2015)	
FAR 52.222-50	COMBATING TRAFFICKING IN PERSONS (MAR 2015)	(Note 2 applies. In paragraph (e) Note 3 applies.)
FAR 52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)	(Applies if this Subcontract exceeds \$3,500 except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item. Note 8 applies.)
FAR 52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)	(Applies if this Subcontract exceeds \$3,500. Note 8 applies.)
FAR 52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)	
FAR 52.227-14	RIGHTS IN DATA - GENERAL (MAY 2014)	
FAR 52.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014)	(All applications must be submitted through Company to USAID's DBA Provider unless an existing policy is in force. Copy of the DBA coverage must be made available upon request).
FAR 52.230-2	COST ACCOUNTING STANDARDS (OCT 2015)	(Applies only when full CAS coverage applies. "United States" means "United States or Company." Delete paragraph (b) of the clause.)
FAR 52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (OCT 2015)	(Applies only when modified CAS coverage applies. "United States" means "United States or Company." Delete paragraph (b) of the clause.)
FAR 52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)	(Applies if FAR 52.230-2, FAR 52.230-3, FAR 52.230-4 or FAR 52.230-5 applies.)
FAR 52.232-20	LIMITATION OF COST (APR 1984)	(Applies if this is a fully funded cost reimbursement Contract. Notes 1 and 2 apply.)
FAR 52.232-22	LIMITATION OF FUNDS (APR 1984)	(Applies if this Contract is an incrementally funded cost reimbursement Contract. Notes 1 and 2 apply.)

FAR Clause	Title	Application
FAR 52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)	(Applies if Subcontractor is a small business concern. Note 1 applies. This clause does not apply if Company does not receive accelerated payments under the prime contract. Not all agencies provide accelerated payments.)
FAR 52.233-3	PROTEST AFTER AWARD (AUG 1996)	(In the event Company's customer has directed Company to stop performance of the Work under the Prime contract under which this Subcontract is issued pursuant to FAR 33.1, Company may, by written order to Subcontractor, direct Subcontractor to stop performance of the Work called for by this Subcontract. "30 days" means "20 days" in paragraph (b)(2). Note 1 applies except the first time "Government" appears in paragraph (f). In paragraph (f) add after "33.104(h) (1)" the following: "and recovers those costs from Company".)
FAR 52.242-13	BANKRUPTCY (JUL 1995)	(Notes 1 and 2 apply.)
FAR 52.242-15	STOP-WORK ORDER (AUG 1989)	(Notes 1 and 2 apply.)
FAR 52.243-2	CHANGES – COST REIMBURSEMENT (AUG 1987)	(Notes 1 and 2 apply. Applies for cost reimbursement contracts only.)
FAR 52.244-5	COMPETITION IN SUBCONTRACTING (DEC 1996)	
FAR 52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (OCT 2018)	
FAR 52.245-1	GOVERNMENT PROPERTY (JAN 2017) (ALT I) (APR 2012)	("Contracting Officer" means "Palladium" except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes Palladium. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "Palladium" and except in paragraphs (d)(2) and (g) where the term includes Palladium. The following is added as paragraph (n) "Subcontractor shall provide to Palladium immediate notice if the Government or other customers (i) revokes its assumption of loss under any direct contracts with Subcontractor, or (ii) makes a determination that Subcontractor's property management practices are inadequate, and/or present an undue risk, or that Subcontractor has failed to take corrective action when required.")

Prime Contract Number:
Subcontractor Name:
Subcontract Number:

FAR Clause	Title	Application
FAR 52.246-5	INSPECTION OF SERVICES – COST REIMBURSEMENT (APR 1984)	(Applies if this is a cost-reimbursement contract. Note 3 applies in paragraphs (b) and (c). Note 1 applies in paragraphs (d) and (e).)
FAR 52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)	(Applies if this Subcontract involves international air transportation.)
FAR 52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS (FEB 2006)	Applies if there is cargo shipped under this contract
FAR 52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004)	(Notes 1 and 2 apply. Substitute "90 days" for "120 days" and "90-day" for "120-day" in paragraph (d). Substitute "180 days" for "1 year" in paragraph (f). In paragraph (j) "right of appeal", "timely appeal" and "on an appeal" shall mean the right to proceed under the "Disputes" clause of this. Settlements and payments under this clause may be subject to the approval of the Contracting Officer. Alternate IV (SEP 1996) applies if this is a labor hour or time and materials contract.)
FAR 52.249-14	EXCUSABLE DELAYS (APR 1984)	(Note 2 applies except in paragraph (a)(2); Note 1 applies to (c). In (a)(2) delete "either" and "or contractual".)

The following AIDAR clauses apply to this Subcontract: **AIDAR 48 CFR CHAPTER 7**

AIDAR Clause & Title	Application
752.202-1 DEFINITIONS JAN 1990	
752.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS MAR 2015	If Subcontractor is not a small business
752.227-14 RIGHTS IN DATA—GENERAL OCT 2007	
752.245-70 GOVERNMENT PROPERTY-USAID REPORTING REQUIREMENTS JUL 1997	
752.7001 BIOGRAPHICAL DATA JUL 1997	
752.7002 TRAVEL AND TRANSPORTATION JAN 1990	
752.7008 USE OF GOVERNMENT FACILITIES OR PERSONNEL APR 1984	
752.7013 CONTRACTOR -MISSION RELATIONSHIPS OCT 1989	
752.7014 NOTICE OF CHANGES IN TRAVEL REGULATIONS JAN 1990	
752.7028 DIFFERENTIALS AND ALLOWANCES JUL 1996	
752.7033 PHYSICAL FITNESS JUL 1997	
752-7037 CHILD SAFEGUARDING STANDARDS AUG 2016	
752-7038 NONDISCRIMINATION AGAINST END-USERS OF SUPPLIES OR SERVICES OCT 2016	

41.6 OTHER CLAUSES APPLICABLE TO SUBCONTRACTOR BY PRESCRIPTION IN THE PRIME CONTRACT

41.6.1 AUTHORIZED GEOGRAPHIC CODE

Prime Contract Number:
 Subcontractor Name:
 Subcontract Number:

The authorized geographic code for procurement of goods and services under this contract is [935]

41.6.2 AIDAR 752.229-71 REPORTING OF FOREIGN TAXES (JULY 2007)

- (a) The Subcontractor must annually submit a report by April 1 of the next year.
- (b) Contents of report. The report must contain:
- (1) Subcontractor name.
 - (2) Contact name with phone, fax number and email address.
 - (3) Contract number(s).
 - (4) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.
 - (5) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance are to be reported. Foreign taxes by a third-party foreign government are not to be reported. For example, if a Subcontractor performing in Lesotho using foreign assistance funds should purchase commodities in South Africa, any taxes imposed by South Africa would not be included in the report for Lesotho (or South Africa).
 - (6) Any reimbursements received by the Subcontractor during the period in paragraph (b)(4) of this clause regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in paragraph (b)(4) of this clause received through March 31.
 - (7) Report is required even if the Subcontractor did not pay any taxes during the reporting period.
 - (8) Cumulative reports may be provided if the Subcontractor is implementing more than one program in a foreign country.
- (c) Definitions. As used in this clause—
- (1) Subcontract includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
 - (2) Commodity means any material, article, supply, goods, or equipment.
 - (3) Foreign government includes any foreign governmental entity.
 - (4) Foreign taxes mean value-added taxes and customs duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.
- (d) Where. Submit the reports to: Company Contracting Representative identified on the Cover Page to this Subcontract.
- (e) For further information see <http://2001-2009.state.gov/s/d/rm/c10443.htm>.

41.6.3 AIDAR 752.222-70 USAID DISABILITY POLICY (DEC 2004)

- (a) The objectives of the USAID Disability Policy are: (1) To enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) To increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) To engage other U.S. Government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of non-discrimination against people with disabilities; and (4) To support international advocacy for people with disabilities. The full text of USAID's policy can be found at the following Web site: http://pdf.usaid.gov/pdf_docs/PDABQ631.pdf.
- (b) USAID therefore requires that the Subcontractor not discriminate against people with disabilities in the implementation of USAID programs and that it makes every effort to comply with the objectives of the USAID Disability Policy in performing this contract. To that end and within the scope of the contract,

Palladium International, LLC

the Subcontractor's actions must demonstrate a comprehensive and consistent approach for including men, women, and children with disabilities.

41.6.4 AIDAR 752.222-71 NONDISCRIMINATION (JUNE 2012)

FAR part 22 and the clauses prescribed in that part prohibit contractors performing in or recruiting from the U.S. from engaging in certain discriminatory practices.

USAID is committed to achieving and maintaining a diverse and representative workforce and a workplace free of discrimination. Based on law, Executive Order, and Agency policy, USAID prohibits discrimination in its own workplace on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, disability, age, veteran's status, sexual orientation, genetic information, marital status, parental status, political affiliation, and any other conduct that does not adversely affect the performance of the employee. USAID does not tolerate any type of discrimination (in 04/22/2016 Partial Revision 93 any form, including harassment) of any employee or applicant for employment on any of the above-described bases.

Contractors are required to comply with the non-discrimination requirements of the FAR. In addition, the Agency strongly encourages all its contractors (at all tiers) to develop and enforce non-discrimination policies consistent with USAID's approach to workplace non-discrimination as described in this clause, subject to applicable law.

41.6.5 AIDAR 752.231-72 CONFERENCE PLANNING AND REQUIRED APPROVALS (AUG 2013)

(a) Definitions. Conference means a seminar, meeting, retreat, symposium, workshop, training activity or other such event that requires temporary duty travel of USAID employees. For the purpose of this policy, an employee is defined as a U.S. direct hire; personal services contractor, including U.S. PSCs, Foreign Service National (FSN)/Cooperating Country National (CCN) and Third Country National (TCN); or a Federal employee detailed to USAID from another government agency.

(b) The Subcontractor must obtain approval from Palladium, prior to committing costs related to conferences funded in whole or in part with USAID funds when:

- (1) Twenty (20) or more USAID employees are expected to attend.
- (2) The net conference expense funded by USAID will exceed \$100,000 (excluding salary of employees), regardless of the number of USAID participants.

(c) Conferences approved at the time of award will be incorporated into the award. Any subsequent requests for approval of conferences must be submitted by the Subcontractor to Palladium.

(d) The request for conference approval must include:

- (1) A brief summary of the proposed event;
- (2) A justification for the conference and alternatives considered, e.g., teleconferencing and videoconferencing;
- (3) The estimated budget by line item (e.g., travel and per diem, venue, facilitators, meals, equipment, printing, access fees, ground transportation);
- (4) A list of USAID employees attending and a justification for each; and the number of other USAID funded participants (e.g., institutional contractors);
- (5) The venues considered (including government-owned facility), cost comparison, and justification for venue selected if it is not the lowest cost option;
- (6) If meals will be provided to local employees (a local employee would not be in travel status), a determination that the meals are a necessary expense for achieving Agency objectives; and
- (7) A certification that strict fiscal responsibility has been exercised in making decisions regarding conference expenditures, the proposed costs are comprehensive and represent the greatest cost advantage to the U.S. Government, and that the proposed conference representation has been limited to the minimum number of attendees necessary to support the Agency's mission.

41.6.6 INFORMATION TECHNOLOGY APPROVAL (APRIL 2018) (DEVIATION NO. M/OAA-DEV-FAR-18-2C)

(a) Definitions. As used in this contract –

“Information Technology” means

(1) Any services or equipment, or interconnected system(s) or subsystem(s) of equipment, that are used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the agency; where

(2) such services or equipment are ' used by an agency' if used by the agency directly or if used by a contractor under a contract with the agency that requires either use of the services or equipment or requires use of the services or equipment to a significant extent in the performance of a service or the furnishing of a product.

(3) The term " information technology" includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including provisioned services such as cloud computing and support services that support any point of the lifecycle of the equipment or service), and related resources.

(4) The term "information technology" does not include any equipment that is acquired by a contractor incidental to a contract that does not require use of the equipment. (OMB M-15-14)

(b) The Federal Information Technology Acquisition Reform Act (FITARA) requires Agency Chief Information Officer (CIO) review and approval of contracts or interagency agreements for information technology or information technology services.

(c) The approved information technology and/or information technology services are specified in the Schedule of this contract. The Contractor must not acquire additional information technology without the prior written approval of the Contracting Officer as specified in this clause.

(d) Request for Approval Requirements:

(1) If the Contractor determines that any information technology in addition to that information technology specified in the Schedule will be necessary to meet the Government’s requirements or to facilitate activities in the Government’s statement of work, the Contractor must request prior written approval from the Contracting Officer.

(2) As part of the request, the Contractor must provide the Contracting Officer a description and an estimate of the total cost of the information technology equipment, software, or services to be procured under this contract. The Contractor must simultaneously notify the Contracting Officer’s Representative (COR) and the Office of the Chief Information Officer at ITAuthorization@usaid.gov.

(e) The Contracting Officer will provide written approval to the Contractor expressly specifying the information technology equipment, software, or services approved for purchase by the COR and the Agency CIO. Additional clauses or special contract requirements may be applicable and will be incorporated by the Contracting Officer through a modification to the contract.

(f) Except as specified in the Contracting Officer’s written approval, the Government is not obligated to reimburse the Contractor for costs incurred in excess of the information technology equipment, software or services specified in the Schedule.

(g) The Contractor shall insert the substance of this special contract requirement, including this paragraph (g), in all subcontracts.

41.6.7 AIDAR 752.7007 PERSONNEL COMPENSATION (JUL 2007)

(a) Direct compensation of the Subcontractor’s personnel will be in accordance with the Subcontractor’s established policies, procedures, and practices, and the cost principles applicable to this Subcontract.

Prime Contract Number:

Subcontractor Name:

Subcontract Number:

Palladium International, LLC

(b) Reimbursement of the employee's base annual salary plus overseas recruitment incentive, if any, which exceed the USAID Subcontractor Salary Threshold (USAID CST) stated in USAID Automated Directives System (ADS) Chapter 302 USAID Direct Contracting, must be requested by the Subcontractor from the Company and must be approved in writing by the USAID Contracting Officer, as prescribed in AIDAR 731.205-6(b) or 731.371(b), as applicable.

41.6.8 ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION

[INSERT PRIME CONTRACT LANGUAGE IF REQUIRED]

41.6.9 AIDAR 752.228-70 MEDICAL EVACUATION (MEDEVAC) SERVICES (JUL 2007)

(a) Subcontractors must provide MEDEVAC service coverage to all U.S. citizens, U.S. resident aliens, and Third Country National employees and their authorized dependents (hereinafter "individual") while overseas under this Subcontract. The Company will reimburse reasonable, allowable, and allocable costs for MEDEVAC service coverage incurred under the Subcontract. Company's Contracting Representative will determine the reasonableness, allowability, and allocability of the costs based on the applicable cost principles and in accordance with cost accounting standards.

(b) Exceptions.

(1) The Subcontractor is not required to provide MEDEVAC insurance to eligible employees and their dependents with a health program that includes sufficient MEDEVAC coverage as approved by the Company.

41.6.10 AIDAR 752.225-70 SOURCE AND NATIONALITY WAIVER REQUIREMENTS (FEB 2012)

(a) Except as may be specifically approved by the Company's Contracting Representative, the Subcontractor must procure all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) in accordance with the requirements at 22 CFR Part 228 "Rules on Procurement of Commodities and Services Financed by USAID Federal Program Funds." The authorized source for procurement is Geographic Code **[935]**. Guidance on eligibility of specific goods or services may be obtained from the Company's Contracting Representative.

(b) Ineligible goods and services. The Subcontractor must not procure any of the following goods or services under this Subcontract:

- (1) Military equipment;
- (2) Surveillance equipment;
- (3) Commodities and services for support of police and other law enforcement activities;
- (4) Abortion equipment and services
- (5) Luxury goods and gambling equipment, or
- (6) Weather modification equipment.

(c) Restricted goods. The Subcontractor must obtain prior written approval of the USAID Contracting Officer through submission to the Company's Contracting Representative when procuring any of the following goods or services:

- (1) Agricultural commodities;
- (2) Motor vehicles;
- (3) Pharmaceuticals and contraceptive items;
- (4) Pesticides;
- (5) Fertilizer;
- (6) Used equipment; or
- (7) U.S. government-owned excess property.

If the Company or USAID determines that the Subcontractor has procured any of these specific restricted goods under this Subcontract without the prior written authorization of the Company's Contracting Representative or fails to comply with required procedures under an applicable waiver as provided by the Company's Contracting Representative, and has received payment for such purposes, the Company's Contracting Representative may require the contractor to refund the entire amount of the purchase.

41.6.11 AIDAR 752.211-70 LANGUAGE AND MEASUREMENT (JUN 1992)

Prime Contract Number:
Subcontractor Name:
Subcontract Number:

Palladium International, LLC

(a) The English language shall be used in all written communications between the parties under this Subcontract with respect to services to be rendered and with respect to all documents prepared by the contractor except as otherwise provided in the Subcontract or as authorized by the contracting officer.

(b) Wherever measurements are required or authorized, they shall be made, computed, and recorded in metric system units of measurement, unless otherwise authorized by USAID in writing when it has found that such usage is impractical or is likely to cause U.S. firms to experience significant inefficiencies or the loss of markets. Where the metric system is not the predominant standard for a particular application, measurements may be expressed in both the metric and the traditional equivalent units, provided the metric units are listed first.

41.6.12 EXECUTIVE ORDERS ON TERRORISM FINANCING

The Subcontractor is reminded that U.S. Executive Orders (including E.O. 13224) and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. FAR 25.701 prohibits agencies and their contractors and subcontractors from acquiring any supplies or services from individuals or organizations, if any proclamation, Executive Order, Office of Foreign Assets Control (OFAC) regulations, or statute administered by OFAC would prohibit such a transaction. Accordingly, the Contracting Officer must check the U.S. Department of the Treasury's OFAC List to ensure that the names of the Subcontractor and proposed subcontractors (and individuals from those organizations who have been made known to them), are not on the list. Mandatory FAR clause 52.225-13 Restrictions on Certain Foreign Purchases is included by reference in Section I.1 of this Contract. By accepting this Subcontract, the Subcontractor acknowledges and agrees that it is aware of the list as part of its compliance with the requirements of that clause. This provision must be included in all subcontracts/sub-awards issued under this Subcontract.

41.6.13 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (APR 2014)

Prior written approval by the Company's Contracting Representative is required for all international travel directly funded under this Subcontract. The Subcontractor shall therefore present to Company's Contracting Representative, an itinerary for each planned international trip, showing the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advance of the proposed travel as possible, but in no event less than three weeks before travel is planned to commence. The Company's Contracting Representative prior written approval may be in the form of a letter or may be specifically incorporated into the schedule of the Subcontract. At least one week prior to commencement of approved international travel, the Subcontractor shall notify the Company's Contracting Representative of planned travel, identifying the travelers and the dates and times of arrival.

41.6.14 AIDAR 752.231-71 SALARY SUPPLEMENTS FOR HOST GOVERNMENT (HG) EMPLOYEES (MAR 2015)

(a) Salary supplements are payments made that augment an employee's base salary or premiums, overtime, extra payments, incentive payment and allowances for which the HG employee would qualify under HG rules or practice for the performance of his/her regular duties or work performed during his/her regular office hours. Per Diem, invitational travel, honoraria, and payment for work carried out outside of normal working hours are not considered to be salary supplements.

(b) Salary supplements to HG Employees are not allowable without the written approval of Company's Contracting Representative

(c) The Subcontractor must insert a clause containing all the terms of this clause, including the requirement to obtain the written approval of the Company's Contracting Representative for all salary supplements, in all subcontracts under this Contract that may entail HG employee salary supplements.

41.6.15 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JAN 2002)

Prime Contract Number:
Subcontractor Name:
Subcontract Number:

Palladium International, LLC

Funds in this Subcontract may not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, except as provided in ADS Mandatory Reference "Guidance on Funding Foreign Government Delegations to International Conferences" [<http://www.info.usaid.gov/pubs/ads/300/refindx3.ht>] or as approved by the Company's Contracting Representative.

41.6.16 ORGANIZATIONAL CONFLICTS OF INTEREST: PRECLUSION FROM FURNISHING CERTAIN SERVICES AND RESTRICTION ON USE OF INFORMATION (CIB 99-17)

(a) This Subcontract may call for the Subcontractor to furnish important services in support of evaluation of Contractors or of specific activities. In accordance with the principles of FAR Subpart 9.5 and USAID policy, THE SUBCONTRACTOR SHALL BE INELIGIBLE TO FURNISH, AS A PRIME OR SUBCONTRACTOR OR OTHERWISE, IMPLEMENTATION SERVICES UNDER ANY CONTRACT OR TASK ORDER THAT RESULTS IN RESPONSE TO FINDINGS, PROPOSALS, OR RECOMMENDATIONS IN AN EVALUATION REPORT WRITTEN BY THE CONTRACTOR. THIS PRECLUSION WILL APPLY TO ANY SUCH AWARDS MADE WITHIN 18 MONTHS OF USAID ACCEPTING THE REPORT, unless the Head of the Contracting Activity, in consultation with USAID's Competition Advocate, authorizes a waiver (in accordance FAR 9.503) determining that preclusion of the Subcontractor from the implementation work would not be in the Government's interest.

(b) In addition, BY ACCEPTING THIS SUBCONTRACT, THE SUBCONTRACTOR AGREES THAT IT WILL NOT USE OR MAKE AVAILABLE ANY INFORMATION OBTAINED ABOUT ANOTHER ORGANIZATION UNDER THE CONTRACT IN THE PREPARATION OF PROPOSALS OR OTHER DOCUMENTS IN RESPONSE TO ANY SOLICITATION FOR A CONTRACT OR TASK ORDER.

(c) If the Subcontractor gains access to proprietary information of other company(ies) in performing this evaluation, the Subcontractor must agree with the other company(ies) to protect their information from unauthorized use or disclosure for as long as it remains proprietary, and must refrain from using the information for any purpose other than that for which it was furnished. THE SUBCONTRACTOR MUST PROVIDE A PROPERLY EXECUTED COPY OF ALL SUCH AGREEMENTS TO THE COMPANY'S CONTRACTING REPRESENTATIVE

41.6.17 AIDAR 752.209-71 ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD (JUN 1993)

(a) The Subcontractor agrees that, if after award it discovers either an actual or potential organizational conflict of interest with respect to this Subcontract, it shall make an immediate and full disclosure in writing to the Company's Contracting Representative which shall include a description of the action(s) which the Subcontractor has taken or proposes to take to avoid, eliminate or neutralize the conflict.

(b) The Company's Contracting Representative shall provide the contractor with written instructions concerning the conflict. The Company reserves the right to terminate the Subcontract if such action is determined to be in the best interests of the Government and the Company is directed so by USAID.

41.6.18 AIDAR 752.245-71 TITLE TO AND CARE OF PROPERTY (APR 1984)

(a) Title to all non-expendable property purchased with Contract funds under this Contract and used in the Cooperating Country, shall at all times be in the name of the Cooperating Government, or such public or private agency as the Cooperating Government may designate, unless title to specific types or classes of nonexpendable property is reserved to USAID under provisions set forth in the schedule of this Subcontract; but all such property shall be under the custody and control of contractor until the owner of title directs otherwise, or completion of work under this Subcontract or its termination, at which time custody and control shall be turned over to the owner of title or disposed of in accordance with its instructions. All performance guaranties and warranties obtained from suppliers shall be taken in the name of the title owner. (Nonexpendable property is property which is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more; and which has a unit cost of \$500 or more.

Prime Contract Number:
Subcontractor Name:
Subcontract Number:

Palladium International, LLC

(b) Subcontractor shall prepare and establish a program to be approved by the Mission, for the receipt, use, maintenance, protection, custody, and care of non-expendable property for which it has custodial responsibility, including the establishment of reasonable controls to enforce such program.

(c) (1) For non-expendable property to which title is reserved to the U.S. Government under provisions set forth in the schedule of this Subcontract, the Subcontractor shall submit an annual report on all non-expendable property under its custody as required in the clause of this Subcontract entitled "Government Property".

(2) For non-expendable property titled to the Cooperating Government, the Subcontractor shall, within 90 days after completion of this Subcontract, or at such other date as may be fixed by the Company's Contracting Representative, submit an inventory schedule covering all items of non-expendable property under its custody, which have not been consumed in the performance of this Subcontract. The contractor shall also indicate what disposition has been made of such property. Title to property is with USAID with care and custody with the Subcontractor.

41.6.19 ENVIRONMENTAL COMPLIANCE

(a) The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID's activities on the environment be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs.

This mandate is codified in Federal Regulations (22 CFR 216) and in USAID's Automated Directives System (ADS) Parts 201.5.10g and 204 (<http://www.usaid.gov/policy/ads/200/>), which, in part, require that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities. Subcontractor environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this Subcontract.

(b) In addition, the contractor must comply with host country environmental regulations unless otherwise directed in writing by Company's Contracting Representative. In case of conflict between host country and USAID regulations, the latter must govern.

(c) No activity funded under this Subcontract will be implemented unless an environmental threshold determination, as defined by 22 CFR 216, has been reached for that activity, as documented in a Request for Categorical Exclusion (RCE), Initial Environmental Examination (IEE), or Environmental Assessment (EA) duly signed by the Bureau Environmental Officer (BEO). (Hereinafter, such documents are described as "approved Regulation 216 environmental documentation.")

(d) the Company shall notify the Subcontract if specific mitigation actions are required under this clause in performance of this Subcontract.

41.6.20 COMPLIANCE WITH THE TRAFFICKING VICTIMS PROTECTION REAUTHORIZATION ACT

The company at the request of U.S. Government may terminate this Subcontract agreement, without penalty, if the Subcontractor or any subcontractor (i) engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time that the Contract is in effect, or (ii) uses forced labor in the performance of the Subcontract agreement.

41.6.21 DISCLOSURE OF INFORMATION

(a) Contractors are reminded that information furnished under this solicitation may be subject to disclosure under the Freedom of Information Act (FOIA). Therefore, all items that are confidential to business, or contain trade secrets, proprietary, or personnel information must be clearly marked. Marking of items will not necessarily preclude disclosure when the U.S. Office of Personnel Management (OPM or The Government) determines disclosure is warranted by FOIA. However, if such items are not marked, all information contained within the submitted documents will be deemed to be releasable.

(b) Any information made available to the Subcontractor by the Government must be used only for the purpose of carrying out the provisions of this Contract and must not be divulged or made known in any manner to any person except as may be necessary in the performance of the Subcontract.

Prime Contract Number:
Subcontractor Name:
Subcontract Number:

(c) In performance of this Subcontract, the Subcontractor assumes responsibility for protection of the confidentiality of Government records and must ensure that all work performed by its subcontractors shall be under the supervision of the Subcontractor or the Subcontractor's responsible employees.

(d) Each officer or employee of the Subcontractor or any of its subcontractors to whom any Government record may be made available or disclosed must be notified in writing by the Subcontractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 19 U.S.C. 641. That section provides, in pertinent part, that whoever knowingly converts to their use or the use of another, or without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine of up to \$100,000, or imprisoned up to ten years, or both.

41.6.22 AIDAR 752.7034 ACKNOWLEDGEMENT AND DISCLAIMER (DEC 1991)

For use in any Subcontract which funds or partially funds publications, videos, or other information/media products.

(a) USAID shall be prominently acknowledged in all publications, videos or other information/media products funded or partially funded through this Subcontract, and the product shall state that the views expressed by the author(s) do not necessarily reflect those of USAID. Acknowledgements should identify the sponsoring USAID Office and Bureau or Mission as well as the U.S. Agency for International Development substantially as follows:

"This (publication, video or other information/media product (specify)) was made possible through support provided by the Office of ____, Bureau for ____, U.S. Agency for International Development, under the terms of Contract No. _____. The opinions expressed herein are those of the author(s) and do not necessarily reflect the views of the U.S. Agency for International Development."

(b) Unless the Subcontractor is instructed otherwise by the Company's Contracting Representative, publications, videos or other information/media products funded under this Subcontract and intended for general readership or other general use will be marked with the USAID logo and/or U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT appearing either at the top or at the bottom of the front cover or, if more suitable, on the first inside title page for printed products, and in equivalent/appropriate location in videos or other information/media products. Logos and markings of co-sponsors or authorizing institutions should be similarly located and of similar size and appearance.

41.6.23 USAID-FINANCED THIRD-PARTY WEB SITES (August 2013)

(a) Definitions:

"Third-party web sites" Sites hosted on environments external to USAID boundaries and not directly controlled by USAID policies and staff, except through the terms and conditions of a Contract. Third-party Web sites include program sites.

(b) The Subcontractor must adhere to the following requirements when developing, launching, and maintaining a third-party Web site funded by USAID for the purpose of meeting the program implementation goals:

(1) Working through the Company's Contracting Representative, the Subcontractor must notify the USAID Bureau for Legislative and Public Affairs/Public Information, Production and Online Services (LPA/PIPOS) of the Web site URL as far in advance of the site's launch as possible.

(2) The Subcontractor must comply with Agency branding and marking requirements comprised of the USAID logo and brandmark with the tagline "from the American people," located on the USAID Web site at www.usaid.gov/branding, and USAID Graphics Standards manual at <http://www.usaid.gov>.

(3) The Web site must be marked on the index page of the site and every major entry point to the Web site with a disclaimer that states:

"The information provided on this Web site is not official U.S. Government information and does not represent the views or positions of the U.S. Agency for International Development or the U.S. Government."

Palladium International, LLC

(4) The Web site must provide persons with disabilities access to information that is comparable to the access available to others. As such, all site content must be compliant with the requirements of the Section 508 amendments to the Rehabilitation Act.

(5) The Subcontractor must identify and provide to the Company's Contracting Representative, in writing, the contact information for the information security point of contact. The Subcontractor is responsible for updating the contact information whenever there is a change in personnel assigned to this role.

(6) The Subcontractor must provide adequate protection from unauthorized access, alteration, disclosure, or misuse of information processed, stored, or transmitted on the Web sites. To minimize security risks and ensure the integrity and availability of information, the contractor must use sound: system/software management; engineering and development; and secure coding practices consistent with USAID standards and information security best practices. Rigorous security safeguards, including but not limited to, virus protection; network intrusion detection and prevention programs; and vulnerability management systems must be implemented and critical security issues must be resolved as quickly as possible or within 30 days. USAID Chief

Information Security Officer (CISO) at ISSO@usaid.gov may be contacted for specific standards and guidance.

(7) The Subcontractor must conduct periodic vulnerability scans, mitigate all security risks identified during such scans, and report subsequent remediation actions to CISO at ISSO@usaid.gov and COR within 30 workdays from the date vulnerabilities are identified. The report must include disclosure of the tools used to conduct the scans. Alternatively, the Subcontractor may authorize USAID CISO at ISSO@usaid.gov to conduct periodic vulnerability scans via its Web-scanning program. The sole purpose of USAID scanning will be to minimize security risks. The contractor will be responsible for taking the necessary remediation action and reporting to USAID as specified above. (c) For general information, agency graphics, metadata, privacy policy, and 508 compliance requirements, refer to <http://www.usaid.gov>

41.6.24 RESTRICTIONS AGAINST DISCLOSURE (MAY 2016)

(a) The Subcontractor agrees, in the performance of this Subcontract, to keep the information furnished by the Government or acquired/developed by the Subcontractor in performance of the contract and designated by Company's Contracting Representative, in the strictest confidence. The Subcontractor also agrees not to publish or otherwise divulge such information, in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Subcontractor's possession, to those employees needing such information to perform the work described herein, i.e., on a "need-to-know" basis. The Subcontractor agrees to immediately notify the Company's Contracting Representative in writing in the event that the Subcontractor determines or has reason to suspect a breach of this requirement has occurred.

(b) All Subcontractor staff working on any of the described tasks may, at Government request, be required to sign formal non-disclosure and/or conflict of interest agreements to guarantee the protection and integrity of Government information and documents.

(c) The Subcontractor shall insert the substance of this special contract requirement, including this paragraph (c), in all subcontracts when requiring a restriction on the release of information developed or obtained in connection with performance of the Subcontract.

41.6.25 ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY (MAY 2016)

(a) Federal agencies are required by Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), to offer access to electronic and information technology for disabled individuals within its employment, and for disabled members of the public seeking information and services. This access must be comparable to that which is offered to similar individuals who do not have disabilities. Standards for complying with this law are prescribed by the Architectural and Transportation Barriers Compliance Board ("The Access Board"). The Subcontractor must comply with any future updates of standards by the Access Board. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <http://www.access-board.gov/sec508/508standards.htm>.

Prime Contract Number:

Subcontractor Name:

Subcontract Number:

Palladium International, LLC

(b) Except as indicated elsewhere in the Sucontract, all electronic and information technology (EIT) procured through this Subcontract must meet the applicable accessibility standards at 36 CFR 1194 as follows: 1194.

- Software applications and operating systems
- Web-based intranet and Internet information and applications
- Telecommunications products
- Video and multimedia products
- Self-contained, closed products
- Desktop and portable computers

1194.31 Functional performance criteria

1194.41 Information, documentation, and support

(c) Deliverable(s) must incorporate these standards as well.

(d) The final work product must include documentation that the deliverable conforms with the Section 508 Standards promulgated by the US Access Board.

(e) The Subcontractor must comply with 508 standards, and any changes needed to conform to the standards will be at no additional charge to the Company.

41.6.26 MEDIA AND INFORMATION HANDLING AND PROTECTION (APRIL 2018)

(a) Definitions. As used in this special contract requirement-

“Information” means any communication or representation of knowledge such as facts, data, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual. This also includes but not limited to all records, files, and metadata in electronic or hardcopy format.

“Sensitive Information or Sensitive But Unclassified” (SBU) means information which warrants a degree of protection and administrative control and meets the criteria for exemption from public disclosure set forth under Sections 552 and 552a of Title 5, United States Code: the Freedom of Information Act and the Privacy Act, 12 FAM 540 Sensitive but Unclassified Information (TL;DS61;10-01-199), and 12 FAM 541 Scope (TL;DS-46;05-26-1995). SBU information includes, but is not limited to: 1) Medical, personnel, financial, investigatory, visa, law enforcement, or other information which, if released, could result in harm or unfair treatment to an individual or group, or could have a negative impact upon foreign policy or relations; and 2) Information offered under conditions of confidentiality, arising in the course of a deliberative process (or a civil discovery process), including attorney-client privilege or work product, and information arising from the advice and counsel of subordinates to policy makers

“Media” means physical devices or writing surfaces including but not limited to magnetic tapes, optical disks, magnetic disks, Large Scale Integration (LSI) memory chips, and printouts (but not including display media) onto which information is recorded, stored, or printed within an information system.

(b) This special contract requirement applies to the Contractor and all personnel providing support under this contract (hereafter referred to collectively as “Contractor”) and addresses specific USAID requirements in addition to those included in the Federal Acquisition Regulation (FAR), Privacy Act of 1974 (5 U.S.C. 552a - the Act), EGovernment Act of 2002 – Section 208 and Title III, Federal Information Security Management Act (FISMA), the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Pub. L. 104-191, 110 Stat. 1936), the Sarbanes-Oxley Act of 2002 (SOX, Pub. L. 107 204, 116 Stat 745), National Institute of Standards and Technology (NIST), Federal Information Processing Standards (FIPS) and the 800-Series Special Publications (SP), Office of Management and Budget (OMB) memorandums, and other laws, mandates, or executive orders pertaining to the development and operations of information systems and the protection of sensitive information and data.

(c) Handling and Protection. The Contractor is responsible for the proper handling and protection of Sensitive Information to prevent unauthorized disclosure. The Contractor must develop and implement policies or documentation regarding the protection, handling, and destruction of Sensitive Information. The policy or procedure must address at a minimum, the requirements documented in NIST 800-53 Revision 4 or the current revision for Media Protection Controls as well as the following:

Prime Contract Number:

Subcontractor Name:

Subcontract Number:

Palladium International, LLC

- (1) Proper marking, control, storage and handling of Sensitive Information residing on electronic media, including computers and removable media, and on paper documents.
 - (2) Proper security, control, and storage of mobile technology, portable data storage devices, and communication devices.
 - (3) Proper use of FIPS 140-2 compliant encryption methods to protect Sensitive Information while at rest and in transit throughout USAID, contractor, and/or subcontractor networks, and on host and client platforms.
 - (4) Proper use of FIPS 140-2 compliant encryption methods to protect Sensitive Information in email attachments, including policy that passwords must not be communicated in the same email as the attachment.
- (d) Return of all USAID Agency records. Within five (5) business days after the expiration or termination of the contract, the contractor must return all Agency records and media provided by USAID and/or obtained by the Contractor while conducting activities in accordance with the contract.
- (e) Destruction of Sensitive Information: Within twenty (20) business days after USAID has received all Agency records and media, the Contractor must execute secure destruction (either by the contractor or third party firm approved in advance by USAID) of all remaining originals and/or copies of information or media provided by USAID and/or obtained by the Contractor while conducting activities in accordance with the contract. After the destruction of all information and media, the contractor must provide USAID with written confirmation verifying secure destruction.
- (f) The Contractor shall include the substance of this special contract requirement in all subcontracts, including this paragraph (f).

41.6.27 PRIVACY AND SECURITY INFORMATION TECHNOLOGY SYSTEMS INCIDENT REPORTING (APRIL 2018)

Definitions. As used in this special contract requirement

“Information” means any communication or representation of knowledge such as facts, data, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.

“Sensitive Information” or “Sensitive But Unclassified” Sensitive But Unclassified (SBU) describes information which warrants a degree of protection and administrative control and meets the criteria for exemption from public disclosure set forth under Sections 552 and 552a of Title 5, United States Code: the Freedom of Information Act and the Privacy Act, 12 FAM 540 Sensitive but Unclassified Information (TL;DS61;10-01-199), and 12 FAM 541 Scope (TL;DS-46;05-26-1995). SBU information includes, but is not limited to: 1) Medical, personnel, financial, investigatory, visa, law enforcement, or other information which, if released, could result in harm or unfair treatment to an individual or group, or could have a negative impact upon foreign policy or relations; and 2) Information offered under conditions of confidentiality, arising in the course of a deliberative process (or a civil discovery process), including attorney-client privilege or work product, and information arising from the advice and counsel of subordinates to policy makers,

“Personally Identifiable Information (PII)”, means information that can be used to distinguish or trace an individual's identity, such as their name, Social Security Number (SSN), biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important to recognize that non-PII can become PII whenever additional information is made publicly available — in any medium and from any source — that, when combined with other available information, could be used to identify an individual. PII examples include name, address, SSN, or other identifying number or code, telephone number, and e-mail address. PII can also consist of a combination of indirect data elements such as gender, race, birth date, geographic indicator (e.g., zip code), and other descriptors used to identify specific individuals. When defining PII for USAID purposes,

Prime Contract Number:

Subcontractor Name:

Subcontract Number:

Palladium International, LLC

the term “individual” refers to a citizen of the United States or an alien lawfully admitted for permanent residence.

“National Security Information” means information that has been determined pursuant to Executive Order 13526 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form. Classified or national security information is specifically authorized to be protected from unauthorized disclosure in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

“Information Security Incident” means an occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.

“Spillage” means a security incident that results in the transfer of classified or other sensitive or sensitive but unclassified information to an information system that is not accredited,(i.e., authorized) for the applicable security level of the data or information.

“Privacy Incident” means a violation or imminent threat of violation of security policies, acceptable use policies, or standard security practices, involving the breach of Personally Identifiable Information (PII), whether in electronic or paper format.

1. This special contract requirement applies to the Contractor and all personnel providing support under this contract (hereafter referred to collectively as “Contractor”) and addresses specific USAID requirements in addition to those included in the Federal Acquisition Regulation (FAR), Privacy Act of 1974 (5 U.S.C. 552a - the Act), E-Government Act of 2002 - Section 208 and Title III, Federal Information Security Management Act (FISMA), the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Pub. L. 104-191, 110 Stat. 1936), the Sarbanes-Oxley Act of 2002 (SOX, Pub. L. 107-204, 116 Stat 745), National Institute of Standards and Technology (NIST), Federal Information Processing Standards (FIPS) and the 800-Series Special Publications (SP), Office of Management and Budget (OMB) memorandums, and other laws, mandates, or executive orders pertaining to the development and operations of information systems and the protection of sensitive information and data.

2. Privacy Act Compliance

Contractors must comply with the Privacy Act of 1974 requirements in the design, development, or operation of any system of records on individuals (as defined in FAR) containing PII developed or operated for USAID or to accomplish a USAID function for a System of Records (SOR).

3. IT Security and Privacy Training

- a. All Contractor personnel must complete USAID-provided mandatory security and privacy training prior to gaining access to USAID information systems and annually thereafter.
- b. The USAID Rules of Behavior and all subsequent updates apply to and must be signed by each user prior to gaining access to USAID facilities and information systems, periodically at the request of USAID. USAID will provide access to the rules of behavior and provide notification as required.
- c. Security and privacy refresher training must be completed on an annual basis by all contractor and subcontractor personnel providing support under this contract. USAID will provide notification and instructions on completing this training.
- d. Contractor employees filling roles identified by USAID as having significant security responsibilities must complete role-based training upon assignment of duties and thereafter at a minimum of every three years.
- e. Within fifteen (15) calendar days of completing the initial IT security training, the contractor must notify the COR in writing that its employees, in performance of the contract, have completed the training. The COR will inform the contractor of any other training requirements.

4. Information Security and Privacy Incidents

Prime Contract Number:
Subcontractor Name:
Subcontract Number:

Palladium International, LLC

a. Information Security Incident Reporting Requirements: All Information Security Incidents involving USAID data or systems must be reported in accordance with the requirements below, even if it is believed that the incident may be limited, small, or insignificant. USAID will determine the magnitude and resulting actions.

i. Contractor employees must report by e-mail all Information Security Incidents to the USAID Service Desk immediately, but not later than 30 minutes, after becoming aware of the Incident, at: CIOHELPDESK@usaid.gov, regardless of day or time, as well as the Contracting Officer and Contracting Officer's representative and the Contractor Facilities Security Officer.

Spillage and Information Security Incidents: Upon written notification by the Government of a spillage or information security incident involving classified information, or the Contractor's discovery of a spillage or security incident involving classified information, the Contractor must immediately (within 30 minutes) notify CIOHELPDESK@usaid.gov and the Office of Security at SECinformationsecurity@usaid.gov to correct the spillage or security incident in compliance with agency-specific instructions. The Contractor will abide by USAID instructions on correcting such a spill or security incident.

Contractor employees are strictly prohibited from including any Sensitive Information in the subject or body of any e-mail concerning information security incident reports. To transmit Sensitive Information, Contractor employees must use FIPS 140-2 compliant encryption methods to protect Sensitive Information in attachments to email. Passwords must not be communicated in the same email as the attachment.

ii. The Contractor must provide any supplementary information or reports related to a previously reported incident directly to CIO-HELPDESK@usaid.gov, upon request. Correspondence must include related ticket number(s) as provided by the USAID Service Desk with the subject line "Action Required: Potential Security Incident".

b. Privacy Incidents Reporting Requirements: Privacy Incidents may result in the unauthorized use, disclosure, or loss of personally identifiable information (PII), and can result in the loss of the public's trust and confidence in the Agency's ability to safeguard personally identifiable information. PII breaches may impact individuals whose PII is compromised, including potential identity theft resulting in financial loss and/or personal hardship experienced by the individual. Contractor employees must report (by e-mail) all Privacy Incidents to the USAID Service Desk immediately, but not later than 30 minutes, after becoming aware of the incident, at: CIOHELPDESK@usaid.gov, regardless of day or time, as well as the USAID Contracting Officer or Contracting Officer's representative and the Contractor Facilities Security Officer. If known, the report must include information on the format of the PII (oral, paper, or electronic.) The subject line shall read "Action Required: Potential Privacy Incident".

c. Information Security Incident Response Requirements

i. All determinations related to Information Security and Privacy Incidents, associated with information Systems or Information maintained by the contractor in support of the activities authorized under this contract, including response activities, notifications to affected individuals and/or Federal agencies, and related services (e.g., credit monitoring) will be made by USAID officials (except reporting criminal activity to law enforcement). The Contractor must not conduct any internal information security incident-related review or response activities that could modify or eliminate any existing technical configuration or information or forensic technical evidence existing at the time of the information security incident without approval from the Agency CIO communicated through the CO or COR.

ii. The Contractor and contractor employees must provide full and immediate access and cooperation for all activities USAID requests to facilitate Incident Response, including providing all requested images, log files, and event information to address and resolve Information Security Incidents.

iii. Incident Response activities that USAID requires may include but are not limited to, inspections; investigations; forensic reviews; data analyses and processing.

iv. At its discretion, USAID may obtain the assistance of Federal agencies and/or third party firms to aid in Incident Response activities.

Prime Contract Number:
Subcontractor Name:
Subcontract Number:

Palladium International, LLC

v. All determinations related to an Information Security Incident associated with Information Systems or Information maintained by the Contractor in support of the activities authorized by this contract will be made only by the USAID CIO through the CO or COR.

vi. The Contractor must report criminal activity to law enforcement organizations upon becoming aware of such activity.

5. The Contractor shall immediately notify the Contracting Officer in writing whenever it has reason to believe that the terms and conditions of the contract may be affected as a result of the reported incident.

6. The Contractor is required to include the substance of this provision in all subcontracts. In altering this special contract requirement, require subcontractors to report (by e-mail) information security and privacy incidents directly to the USAID Service Desk at CIOHELPDESK@usaid.gov. A copy of the correspondence shall be sent to the prime Contractor (or higher tier subcontractor) and the Contracting Officer referencing the ticket number provided by the CIO-HELPDESK.

41.6.28 SKILLS AND CERTIFICATION REQUIREMENTS FOR PRIVACY AND SECURITY STAFF (APRIL 2018)

(a) Applicability: This special contract requirements applies to the Contractor, its subcontractors and personnel providing support under this contract and addresses the Privacy Act of 1974 (5 U.S.C. 552a - the Act), the Federal Information Security Management Act of 2002 (FISMA, Public Law 107-347, 44 U.S.C. 3531-3536), and Federal Information Security Modernization Act (FISMA) of 2014 (FISMA, Public Law 113-283 44 U.S.C. 3531-3536, as amended).

(b) Contractor employees filling the role of Information System Security Officer and Information Security Specialists must possess a Certified Information Systems Security Professional (CISSP) certification at time of contract award and maintain their certification throughout the period of performance. This will fulfill the requirements for specialized training due to the continuing education requirements for the certification.

(c) Contractor employees filling the role of Privacy Analysts must possess a Certified Information Privacy Professional (CIPP) credential with either a CIPP/US or a CIPP/G at the time of the contract award and must maintain the credential throughout the period of performance. This will fulfill the requirements for specialized training due to the continuing education requirements for the certification.

Contractor employees must provide proof of their certification status upon request.

41.6.29 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES

The Subcontractor must comply with the requirements contained in ADS 548 which require review and approval by the Office of Information Resource Management (M/IRM) in USAID/W of information technology components in which the life-cycle cost of commodities or services (e.g., installation, maintenance, and technical assistance) exceeds \$100,000. Information Technology

(a) The term 'information technology', with respect to an executive agency means any equipment or interconnected system or subsystem of equipment, that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency. For purposes of the preceding sentence, equipment is used by an executive agency if the equipment is used by the executive agency directly or is used by a contractor under a Subcontract with the executive agency which (i) requires the use of such equipment, or (ii) requires the use, to a significant extent, of such equipment in the performance of a service or the furnishing of a product.

(b) The term 'information technology' includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.

(c) Notwithstanding subparagraphs (A) and (B), the term 'information technology' does not include any equipment that is acquired by a Federal contractor incidental to a Federal Contract.

(Source: Clinger-Cohen Act) (Chapters 541-548, 552)

(1) The Subcontractor shall maintain accountable property records of IT. These records must identify each accountable item of U.S. Government-funded property acquired or furnished under the Contract in a format acceptable to the Company's Contracting Representative and must be furnished to the

Prime Contract Number:
Subcontractor Name:
Subcontract Number:

Palladium International, LLC

Company's Contracting Representative six months after the effective date of the Subcontract and thereafter annually, based on the effective date of the Contract. In the event any IT resources are lost, stolen, destroyed or damaged beyond economical repair, the Subcontractor must promptly notify Company's Contracting Representative

(2) As part of the Property Disposition Plan, the Subcontractor will provide a separate and final inventory of sensitive property. Sensitive property is property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability.

The Subcontractor shall provide a final report to the Company's Contracting Representative on the final disposition of all sensitive property in the contractor's custody.

(3) The Subcontractor shall request the Company's Contracting Representative approval for purchase of non-expendable property as defined that is not identified in the Subcontractor approved budget as required by CIB 92.25. The Subcontractor shall submit for approval, annually, a list along with justification for each NXP being proposed that is outside of the approved budget.

41.6.30 AIDAR 752.7101 VOLUNTARY POPULATION PLANNING ACTIVITIES (JUNE 2008) (AAPD 08-01)

(a) Requirements for Voluntary Sterilization Program. None of the funds made available under this Subcontract shall 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.

(b) Prohibition on Abortion-Related Activities.

(1) No funds made available under this Subcontract 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, shall not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.

(2) No funds made available under this Subcontract 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.

(c) The contractor shall insert this provision in all subcontracts.

Alternate I (JUNE 2008) for subcontracts involving family planning activities

(d) Voluntary Participation and Family Planning Methods.

(1) The Subcontractor agrees to take any steps necessary to ensure that funds made available under this Subcontract will not be used to coerce any individual to practice methods of family planning inconsistent with such individual's moral, philosophical, or religious beliefs. Further, the Subcontractor 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 Contract, shall provide a broad range of family planning methods and services available in the country in which the activity is conducted or shall provide information to such individuals regarding where such methods and services may be obtained.

(g) The contractor shall insert this Alternate I in all subcontracts involving family planning activities.

41.6.31 INSURANCE ON PRIVATE AUTOMOBILES

If the subcontractor or any of its employees or their dependents transport or cause to be transported (whether or not at subcontract expense) privately owned automobiles in the country of performance, or they or any of them purchase an automobile within the country of performance, the subcontractor agrees to make certain that all such automobiles during such ownership within the country of performance will be covered by a paid-up insurance policy issued by a reliable company providing the following minimum coverage or such other minimum coverage as may be set by the Prime Contractor, payable in United States dollars or its equivalent in the currency of the country of performance: injury to persons, \$10,000/\$20,000; property damage, \$5,000.

Prime Contract Number:

Subcontractor Name:

Subcontract Number:

The premium costs for such insurance shall not be a reimbursable cost under this subcontract. Copies of such insurance policies shall be preserved and made available as part of the subcontractor's records which are required to be preserved and made available by the audit and records provisions of this subcontract.

41.6.32 PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS

The Company at the direction of USAID reserves the right to terminate this contract, to demand a refund or take other appropriate measures, if the subcontractor has been convicted of a narcotics offence or to has been engaged in drug trafficking as defined in 22 CFR Part 140.

42. CERTIFICATIONS AND REPRESENTATIONS

Subcontractor acknowledges that Company will rely upon Subcontractor certifications and representations, including representations as to business size and socio-economic status as applicable, contained in this clause and in any written offer, proposal or quote, or company profile submission, which results in award of a contract to Subcontractor. By entering into such contract, Subcontractor republishes the certifications and representations submitted with its written offer, including company profile information, and oral offers/quotation made at the request of Company, and Subcontractor makes those certifications and representations set forth below. Subcontractor shall immediately notify Company of any change of status regarding any certification or representation.

42.1 FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Applicable to solicitations and contracts exceeding \$150,000)

Definitions. As used in this provision—

"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8).

The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

Certification. Subcontractor hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, Subcontractor shall complete and submit, with its offer, to Company OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. Subcontractor need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

42.2 FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

(a)(1) Subcontractor certifies, to the best of its knowledge and belief, that—

Subcontractor and/or any of its Principals—

Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection

Palladium International, LLC

with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

Subcontractor has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

Have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

Federal taxes are considered delinquent if both of the following criteria apply:

The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division, or business segment; and similar positions).

Subcontractor shall provide immediate written notice to Company if, at any time prior to contract award, Subcontractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Prime Contract Number:
Subcontractor Name:
Subcontract Number:

Palladium International, LLC

The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that Subcontractor knowingly rendered an erroneous certification, in addition to other remedies available, Company may terminate this contract for default.

42.3 FAR 52.222-22 Previous Contracts and Compliance Reports

Subcontractor represents that if Subcontractor has participated in a previous contract or subject to the Equal Opportunity clause (FAR 52.222-26): (1) Subcontractor has filed all required compliance reports and (2) that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before awards.

Paragraph (a) applies only to the extent (1) Subcontractor performs work in the United States, or (2) recruits employees in the United States to Work on this Subcontract.

42.4 FAR 52.222-25 Affirmative Action Compliance

Subcontractor represents: (1) that Subcontractor has developed and has on file at each establishment, Affirmative Action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (2) that in the event such a program does not presently exist, Subcontractor will develop and place in operation such a written Affirmative Action Compliance Program within one-hundred twenty (120) days from the award of this Subcontract.

Paragraph (a) applies only to the extent (1) Subcontractor performs work in the United States, or (2) recruits employees in the United States to Work on this Subcontract.

ANNEX A: DELIVERABLES

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

Statement of Objectives

Completion Fixed Fee 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]

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

ANNEX B: PAYMENT AND INVOICING TERMS

For each invoice submitted, Subcontractor shall include all of the following information:

- Name and complete address of Subcontractor;
- Date of invoice;
- Description of services/products being billed
- Name and complete address of Subcontractor official/bank to send payment to (if payment is to sent to a bank account, provide complete account no. and bank address);
- Name and complete address of Subcontractor official to notify if the invoice is found to be defective; and
- A certification signed by an authorized representative of the Subcontractor, as follows:

*“The undersigned hereby certifies to the best of my knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of **(the Subcontractor’s name)** in accordance with the terms of this Subcontract and are correct; the sum claimed under this Subcontract is proper and due, and all the costs of Subcontract performance have been paid, or to the extent allowed under the applicable payment clause, will be paid currently by **(the Subcontractor’s name)** when due in the ordinary course of business; the work reflected by these costs have been performed, and the quantities and amounts involved are consistent with the requirements of this Subcontract; all required Palladium approvals have been obtained; and appropriate refund to Palladium will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of this Subcontract.”*

The Subcontractor shall submit **one (1) original and two (2) copies** of its invoice to the following:

[insert address or give electronic instructions]

Final Invoice

Unless prior approval has been given by Palladium’s Contracting Representative, within 60 days of the earliest date of either end or termination of this Subcontract, Subcontractor shall submit its final invoice, including an estimated reserve for any indirect cost adjustments under the completed portion of this Subcontract. Palladium reserves the right to Quick Close out this Subcontract in accordance with FAR 42.708.

Final Release

Upon payment of the final Subcontract invoice, both parties shall jointly sign a release mutually discharging the other, its officers, employees, and agents from all liabilities, obligations, and claims arising out of or related to this Subcontract, subject only to specified claims in stated amounts.

ANNEX C: COMPANY POLICIES AND PROCEDURES

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

- Business Partner Code of Conduct
- Child Protection Guidelines
- Cost Proposal/Budget dated XXXX

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