



# Request for Proposals (RFP)

## Data - Leadership - Governance

RFP No: DUP2-02-2024

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### Part A: Cover Page

<b>Issuance Date:</b>	<b>21 August 2024</b>
<b>Questions Due Date/Time:</b>	<b>26 August 2024, 5:00 pm Local time/ Addis Ababa</b>
<b>Question Answered &amp; Shared:</b>	<b>02 September 2024</b>
<b>Proposal Due Date/Time:</b>	<b>10 September 2024, 5:00 pm Local time/Addis Ababa</b>

#### **1.1 JSI MISSION**

JSI is a US-based public health non-profit organization that provides high-quality technical and managerial assistance programs throughout the world. It is dedicated to improving people’s lives around the world through greater health, education, and socioeconomic equity for individuals and communities. For over 45 years, JSI has been at the forefront of global public health. With its global team of over 3,500 dedicated staff, JSI supports governments, health professionals, civil society, and community leaders in more than 40 countries. JSI provides technical expertise for complex, locally led public health initiatives ranging from pandemic preparedness, health information systems, and supply chains to workforce development and digital education.

In Ethiopia, JSI has been working to improve health outcomes for more than 30 years, implementing more than 60 projects and working in every regional state of Ethiopia. JSI has historically managed a large portfolio of projects focusing on the quality and equity in excess of RMNCAH services, primary health care (PHC) including community health program, digital health, health information systems (HIS), supply chain management, public health emergency responses, and social and behavior change.

#### **1.2 DATA USE PARTNERSHIP PROJECT BACKGROUND INFORMATION**

The Ethiopia Data Use Partnership (DUP), funded by the Bill & Melinda Gates Foundation (BMGF), is a collaborative project between the JSI Research and Training Institute (JSI) and the Ethiopian Ministry of Health (MOH) aimed at advancing the country’s healthcare through the Information Revolution (IR) agenda. This vision emphasizes fostering an information culture, digitizing and expanding priority Health Information System (HIS), and enhancing HIS governance.

JSI, DUP project implementer, successfully completed the initial phase of investment in 2023. Recognizing JSI’s pivotal role in achieving the IR objectives, the MOH has requested the continuation of DUP. The second phase of DUP consists of four workstreams, with JSI spearheading Workstream 1. This segment focuses on supporting the MOH and regional health bureaus (RHBs) in supervising and governing national HIS and digital health policies from 2023 to 2027. Within this grant framework, JSI maintains its holistic approach, prioritizing organizational reinforcement, targeted system design, skill enhancement, and fostering national ownership.

JSI executes activities under Workstream 1 by employing six key implementation strategies: transitioning to strategic and selective embedded technical assistance (TA), providing high-level technical support and capacity development, facilitating networking and collaboration among the MOH and its partners,

fostering leadership and accountability for HIS and data utilization, promoting evidence-based learning in HIS strengthening, and deliberately integrating gender perspectives into HIS/digital health (DH) strategies.

Aligned with these strategies, JSI adheres to four overarching principles: prioritizing country-driven and country-owned HIS strengthening and governance processes, promoting inclusive and collaborative engagement among DUP, MOH, and HIS stakeholders, ensuring mutual accountability between key partners (DUP and MOH) to effectively execute DUP's work and maintain its relevance for HIS and data utilization enhancement, and advocating for adaptive, innovative, and context-specific systems and organizational and technical solutions to advance IR objectives.

## Statement of the problem

HIS refers to a system that captures, stores, manages or transmits information related to the health of individuals or the activities of organizations, which improves health care management decisions at all levels of the health system. Hence, **equipping leaders** and creating responsibility for quality healthcare data and utilization is considered the most critical driver in the health sector. However, local studies and need assessments showed that there is

- Limited leadership commitment to support the HIS structure and system (staff and budget allocation, establishing functional structure, accountability mechanisms, advocacy and infrastructure).
- Skill gap (HIS leadership, use of digital tools, data analytics, interpretation/use of data)
- Limited/irregular mentorship, supervision and feedbacks

Developing the health system leader's capacity (addressing the gap) helps to achieve measurable improvements in HIS performance (data quality and data driven decision making/data use) which ultimately, in turn, leads to improvements in health outcomes.

**HIS governance** is one of the major pillars of the information revolution agenda. Efforts have been made to strengthen the HIS governance in Ethiopia by developing and implementing key policies and strategies such as HIS strategic plan, digital health blueprint, data access and sharing guideline and other key documents. In addition, HIS governance framework has been developed and in line with that governance bodies such as HIS national advisory group, data use and digital health technical working groups and respective regional structures were established. However, the status and functionality of these structures has not been objectively measured and subsequent improvement actions were not implemented. To this end, the bidder will customize/develop a measurement tool, institutionalize it and measure the HIS governance status.

**Accountability** has been a hot topic in the health sector and has been mentioned in all of the strategic plans that the country implemented. Under this scope, we want to develop HIS accountability framework within the information revolution vision. Therefore, the bidder will assess the current state of accountability framework, come up with a realistic accountability framework and toolkit and measure the current state. Additionally, it will develop the capacity of managers on the accountability framework and its implementation.



## Objectives

The objective of this Request for Proposals (RFP) is to design an effective training approach and capacitate leaders on data and data-informed decisions as well as to in place measurement tools and systems for HIS governance and data-accountability.

The specific objectives include:

1. To design curriculum and build capacity of leaders on data and data driven decision making
2. To develop measurement toolkit for HIS governance and define the current state of HIS governance through assessment
3. To develop accountability framework for HIS
4. To measure the state of HIS accountability based on the functions and recommend system improvement ideas

Please submit your proposal in accordance with the instructions to offerors and terms of reference. Any award issued as a result of this RFP will be subject to all instructions, terms of reference/ specifications, certifications, terms and conditions and funder required clauses. This RFP document includes the following parts:

- PART A: Cover Page
- PART B: Instructions for submission
- PART C: Terms of Reference
- PART D: Certifications
- Attachment A: General Terms & Conditions
- Attachment B: Funder Required Clauses

All proposals, inquiries, and correspondence pertaining to this solicitation are to be directed to the attention of:

Data Use Partnership (DUP): Enhancing National and Regional HIS Capacity Project  
Attn: Tsegaye Kebede, HR, Operations, & Grants Director  
Sengatera Trade Union Building, 5<sup>th</sup> Floor Addis Ababa, Ethiopia  
Phone Number: +251 91 359 3431  
Email: [tsegaye\\_kebede@et.jsi.com](mailto:tsegaye_kebede@et.jsi.com)

JSI is committed to the highest standards of ethics and integrity in procurement. JSI has zero tolerance for fraud and strictly prohibits bribes, kick-backs, gratuities, and any other gifts in-kind or in monetary form. JSI also strictly prohibits collusion (bid rigging) between vendors and between vendors and JSI staff. JSI selects vendors on merit and will only engage vendors who demonstrate strong business ethics. Vendors must not participate in bid-rigging or attempt to offer any fee, commission, gift, gratuity or any compensation in-kind or in monetary form to JSI employees. Vendors who do so will be disqualified from doing business with JSI. Additionally, JSI has a conflict-of-interest policy that requires staff to disclose when there is a potential conflict of interest due to the staff-member's relationship with a vendor, and if necessary, to refrain from participation in a procurement involving that vendor. If at any time your organization has concerns that an employee has violated JSI policy, you may submit a report via JSI's Code of Conduct Helpline at: [www.jsi.ethicspoint.com](http://www.jsi.ethicspoint.com).



## **Part B: INSTRUCTIONS TO OFFERORS**

### **1. DEFINITIONS**

**Offeror:** The firm providing proposals for the supplies or services requested under this RFP.

**Contractor/Vendor:** The firm awarded the services requested under the RFP in the form of a PO/contract.

**Buyer:** JSI Research and Training Institute, Inc.

### **2. PROPOSAL SUBMISSION AND REQUIREMENTS**

Offerors are encouraged to read the RFP document in its entirety and ensure that their proposal addresses all of the items cited in the proposal instructions and meets the selection criteria. All proposals must be submitted by the deadline established on the cover page of this RFP. Offers received after this due date and time will not be accepted for consideration.

#### **Questions:**

All questions or clarifications regarding this request for proposal (RFP) must be in writing and submitted to [tsegaye\\_kebede@et.jsi.com](mailto:tsegaye_kebede@et.jsi.com), no later than August 26, 2024, 5:00 pm Local time/Addis Ababa. Questions and requests for clarification, and the responses thereto, will be posted on JSI website or circulated to all RFP recipients who have indicated an interest in this RFP.

Only written answers from JSI's authorized representative will be considered official and carry weight in the RFP process and subsequent evaluation. Any answers received outside the official channel, whether received verbally or in writing, from employees of JSI, the DUP project or any other party, will not be considered official responses regarding this RFP.

#### **Submission of Proposals:**

The Offeror's proposal must be accompanied by a cover letter typed on official organizational letterhead and signed by an individual who has signatory authority for the offeror. The offeror must submit a complete proposal package on or before the due date and time to [Tsegaye Kebede](mailto:Tsegaye Kebede) on [tsegaye\\_kebede@et.jsi.com](mailto:tsegaye_kebede@et.jsi.com). Proposals must be submitted by email only with the subject line "RFP No: DUP2-02-2024"

The proposals must be prepared in two separate volumes: i. Technical Proposal; and Cost Proposal. The technical and cost proposal must be kept separate. Technical proposals must not make reference to pricing data in order to evaluate the technical proposal strictly on the basis of technical merit.

The written proposal must contain the following information and documentation:

#### **a) Technical Proposal Requirements/ Proposed Plan and Approach**

The offeror should be a local organization in Ethiopia and having extensive knowledge of the Ethiopian health information system and working with the Ethiopian health sector mainly the Ministry of Health and the Regional Health Bureaus.

The Technical proposal shall include key strategies, approaches, specific activities and processes describing how the offeror intends to carry out the Terms of Reference as stated in Part C. It should also have an illustrative implementation plan for 12 months starting from official signing of the contract. The technical proposal should be concise, specific, complete, and demonstrate a clear understanding of the work to be undertaken and the responsibilities of all parties involved. It must demonstrate the offeror's eligibility, as well as their capabilities and expertise in conducting each step of the activity.

Offerors shall include only information necessary to provide a clear understanding of the proposed action and the justification for it. Greater detail than necessary, as well as insufficient detail, may detract from a proposal's clarity. Assume that the reader is not familiar with the particular context in which the project will be implemented. Minimize or avoid the use of jargon and acronyms as much as possible. If acronyms or abbreviations are used, include a separate page explaining the terms.

**b) Capabilities and Past Performance**

The offeror must submit a capabilities statement along with documentary evidence of past performance.

The capabilities statement should not exceed five (5) pages in length and will be used to evaluate the offeror's organizational, financial, and technical capacity, in relation to the Terms of Reference in Part C. The Capabilities Statement must include, but is not limited to: the size of the agency, financial resources available to complete this work, staffing competencies and capabilities, past experience performing similar work with other donor organizations, and a company profile and/or brochure. For staffing competencies and capabilities, include a description of the key team members for this work, their roles, level of effort, and qualifications. A team lead and key focal point should be designated and CVs of proposed team members should be included.

**c) Cost Proposal Requirements**

1. The offeror should submit their most competitive and complete cost proposal: Summary budget and detailed budget for each activity/ deliverable indicated in Part C. Please use the attached budget template.
2. All costs must be stated in Ethiopia Birr (ETB)
3. A cost-reimbursable price for each category of the deliverable. The price of the PO/ contract to be awarded will be an all-inclusive price. No profits can be included in the award. All items/ services must be clearly labelled and included in the total offered price.
4. Indirect costs are allowed up to 15%. A grantee or contractor with an actual indirect cost rate lower than the maximum rate provided above should not increase the funding request to the maximum allowed. The intent is to sufficiently fund actual costs, not to generate financial surpluses for grantees. Please provide the organization's indirect policy.
5. Please indicate all prices inclusive of VAT, Excise or other taxes.
6. The offeror should submit cost proposal budget narrative.

**Cost Proposal Budget Narrative Preparation Instructions**

A detailed budget narrative that justifies the costs as appropriate and necessary for the successful completion of proposed activities should be attached to the budget. The budget narrative should clearly describe the project and cost assumptions. All proposed costs must be directly applicable to performing the work under the award and budgeted amounts should not exceed the market cost/value of an item or service.

The budget narrative should be of sufficient detail so that someone unfamiliar with your organization or the activity could review and adequately understand and grasp the assumptions, reasonableness and calculation method used.

Budget narrative must be prepared using Microsoft Word software. Supporting information must be provided in adequate detail for conducting a comprehensive analysis.

**d) Other Requirements**

Please provide the following documents as part of the cost proposal submission:

- Business registration information (copy of registration or incorporation etc.), or company tax registration or equivalent.
- Organizational chart
- Financial audit statements for the last two years.
- Confirmation that the organization have written policies on financial accounting, travel, procurement, and human resources
- Recommendation from Ethiopian Ministry of Health (MOH)

**3. AWARD**

JSI intends to issue a cost reimbursable subaward to the offeror(s) who best meet the criteria specified in this RFP and are determined to be responsible and eligible contractor to provide the required goods/services.

**4. EVALUATION CRITERIA**

Proposals will be evaluated first to ensure that they meet all mandatory requirements and responsive. To be determined responsive, a proposal must include all documentation as listed in section 2. Proposals that fail to meet these requirements will receive no further consideration. A non-responsive proposal to any element may be eliminated from consideration.

Responsive proposals will be evaluated and ranked by a committee on a technical basis according to the criteria below. Those proposals that are considered to be technically acceptable shall then be evaluated in terms of cost.

For the purpose of selection, the evaluation will be based on the following weighted point scale (totaling 100 points) of the proposal in its entirety, including, but not limited to, the following:

No.	Criteria	Points
1	<p><b>Technical Approach, Methodology and Implementation plan</b></p> <ul style="list-style-type: none"> <li>● Comprehensiveness of proposal approach. Clarity and appropriateness of proposed activity.</li> <li>● Implementation plan and proposed timeline are realistic and include all proposed elements of activity.</li> <li>● Responsiveness to Terms of Reference                             <ul style="list-style-type: none"> <li>○ Ability of the organizations to partner on this assignment</li> </ul> </li> </ul>	50

2	<b>Capabilities and Past Performance</b> <ul style="list-style-type: none"> <li>● Organizational, financial and technical capabilities and resources to implement this work</li> <li>● Previous successful past experience implementing similar activities.</li> <li>● Previous experience working with Ministry of Health (MoH)</li> </ul>	30
3	<b>Proposed Costs</b> <ul style="list-style-type: none"> <li>● Reasonableness of proposed budget based on scope of activities proposed.</li> <li>● Summary budget, detailed budget, and budget notes included.</li> <li>● Comparative lowest price</li> </ul>	20
	<b>Total</b>	100

#### 4. TERMS OF AWARD

This document is a request for proposals only, and in no way obligates JSI or its donor to make any award. Please be advised that under a cost reimbursement subaward, the sub awardee will be reimbursed for all allowable expenses incurred up to the ceiling price

All deliverables produced under the future award/contract shall be considered the property of JSI. JSI may choose to award a contract for part of the activities in the RFP. JSI may choose to award a contract to more than one offeror for specific parts of the activities in the RFP.

#### 5. PROPOSAL VALIDITY

The offeror's technical and cost proposals must remain valid for not less than 120 calendar days after the deadline specified above. Proposals must be signed by an official authorized to bind the offeror to its provisions.

#### 6. PAYMENT TERMS

JSI payment cycle is net 30 days upon receipt of deliverables, goods/services, inspection and acceptance of goods/services as in compliance with the terms of the award and receipt of vendor invoice. Full cooperation with JSI in meeting the terms and conditions of payment will be given the highest consideration.

#### 7. FINANCIAL RESPONSIBILITY

Offerors which are firms and not individuals must include in the capabilities statement that they have the financial viability and resources to complete the proposed activities within the period of performance and under the terms of payment outlined below. JSI reserves the right to request and review the latest financial statements and audit reports of the offeror as part of the basis of the award.

#### 8. LANGUAGE

The proposal, as well as correspondence and related documents should be in English.



## **9. SOURCE/NATIONALITY:**

All goods and services offered in response to this RFP must meet the source and nationality requirements set forth in the United States Code of Federal Regulations, 22 CFR 228. Cuba, Iran, Iraq, Laos, Libya, North Korea, and Syria are prohibited source countries and no goods can be produced or sourced from those countries.

## **10. NEGOTIATIONS**

The offeror's most competitive proposal is requested. It is anticipated that any award issued will be made solely on the basis of an offeror's proposal. However, the project reserves the right to request responses to additional technical, management and cost questions which would help in negotiating and awarding a contract. The project also reserves the right to conduct negotiations on technical, management, or cost issues prior to the award of a PO/ contract. In the event that an agreement cannot be reached with an offeror, the Project will enter into negotiations with alternate offerors for the purpose of awarding a PO/ contract without any obligation to previously considered offerors.

## **11. REJECTION OF PROPOSALS**

JSI reserves the right to reject any and all proposals received, or to negotiate separately with any and all competing offerors, without explanation.

## **12. INCURRING COSTS**

JSI is not liable for any cost incurred by offerors during the preparation, submission, or negotiation of an award for this RFP. The costs are solely the responsibility of the Offeror.

## **13. MODIFICATIONS**

JSI reserves the right, in its sole discretion, to modify the request, to alter the selection process, to modify or amend the specifications and scope of work specified in this RFQ.

## **14. CANCELLATION**

JSI may cancel this RFP without any cost or obligation at any time until issuance of the award.



## Part C: Terms of Reference

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<b>Period of Performance:</b>	Twelve Months from the date of the contract signature
<b>Place of Performance:</b>	Ethiopia: The support will be centrally managed; hence the geographic scope will be national

## SCOPE OF WORK

### Data - Leadership - Governance

#### Scope of Work

This request for proposal is divided into three different workstreams. The first is on ensuring the MOH and RHB leaders have the concept, knowledge and skill around data and applying data driven decision making in their routines. The second workstream is about governance and accountability frameworks, measurement and systems. The following is a summary of the different workstreams under this RFP:

#### Stream 1: DLP [Data-Leadership Program]

1. Conduct high-level (quick need-based assessment)
2. Develop training curriculum on data- leadership [Facilitator's, learner's guide, slide deck]
3. Develop a digital platform for self-learning on the data- leadership module
4. Train 200 managers from RHBs and MoH on the developed curriculum
5. Evaluate the program [Pre-test vs post-test, qualitative assessment, any other model]

#### Stream 2: HIS governance monitoring toolkit

1. Conduct quick assessment on the availability of existing practices and systems
2. Develop measurement tool – HIS governance measurement toolkit
3. Conduct assessment to see the state
4. Provide training/advocacy/socialization meeting
5. Develop accountability framework for HIS – document (guideline)
6. Produce Policy brief /publishable article [One on governance and the other on accountability]

#### STREAM 1: DATA – LEADERSHIP PROGRAM (DLP)

The objective of this workstream is to improve leaders' knowledge and attitude towards data, information and informed decision making.

#### *Expected Activities:*

- **Conduct landscape analysis:** In this phase, the bidder will conduct landscape analysis using any approach [FGD, KII, desk review etc] to identify capacity gaps, facilitators and barriers of leaders at MoH and RHB level on data and data driven decision making.

- **Develop training curriculum on data tailored to the leadership:** In line with the findings from the landscape analysis, the bidder will develop a training curriculum through a human centered design approach. It needs to be developed by engaging the users, will be tested and endorsed by the MoH. The curriculum will mostly focus on practical issues designed for high level managers. Since the audience are top level managers and leaders, the design should be considerate of this fact.
- **Actual training:** The bidder will train up to 200 leaders in a high-class setup convenient to the audience. The training is expected to be interactive and engaging, practical and skill based and accompanied by post-training activities with mentorship and coaching.
- **Develop a self-paced learning platform on data- leadership:** As part of sustaining the achievements and continuous capacity building, the bidder will develop a digital learning platform based on the curriculum. In addition to the data-leadership content, this platform should include concepts from steam 2 and 3 [governance and accountability]. In the long run, the project will monitor the number of users of the system, solicit requirement for improvement
- **Develop monitoring tools and measure change:** We need to measure the change in capacity, attitude, and skill of the managers because of this intervention. To this end, we highly encourage bidders to come up with a measurement system and document the changes.

### **Expected Deliverables**

Applicants are expected to check-in once every month with the JSI team and a quarterly update on the progress of the project and utilization of funds. As part of these check-ins the following deliverables should be submitted:

<b>Deliverable</b>	<b>Timeline from signing of contract</b>
✓ <b>Situation analysis/Landscape analysis report</b> elaborating on the knowledge, skill and attitude gap among the leaders on data and data driven decision making	Month - 2
✓ Training toolkit including a facilitator guide, learner’s manual, and slide deck	Month - 4
✓ Co-design and validation workshop report	Month - 5
✓ Actual training provided - Training report	Month - 9
✓ A digital learning platform developed, tested and approved for use and is readily available for users	Month - 11
✓ Case stories of leaders who are positively impacted by the data-leadership training [Minimum 5 case stories]	Month - 12
✓ Effectiveness of the program measured and documented	Month -12

## STREAM 2: HIS – Governance Monitoring system and toolkit

HIS governance is the foundation of the information revolution mission. Though not in a structured manner, there have been times the country tried to monitor HIS governance status. The objective of this workstream is to develop a measurement tool and establish a system for monitoring HIS governance status. As part of this work, the bidder is expected to assess the current context and status, develop accountability framework and measurement toolkit for HIS, build capacity through advocacy and training and develop policy brief based on the findings.

### **Expected Activities:**

- **Conduct landscape analysis:** Under this theme, the bidder will conduct literature review and analysis of global and existing tools, systems and practices for monitoring governance and customize it to HIS and Ethiopian context. Moreover, it will conduct analysis of the functionality of the current governance structures and recommend improvement areas. This has to be developed through a consultative process with MoH and other relevant stakeholders. Finally, the bidder will generate a report on the assessment and share the findings.
- **Develop measurement tool** - HIS governance measurement toolkit: This requires the engagement of MoH and RHB staff in developing/customizing the measurement tool. Once the tool is developed/customized, it should be tested at a desk level before employing it. Ideally, the measurement should focus on scoring the HIS governance functions independently such as accountability and an overall HIS governance index. It should also encourage and allow continuous improvement through implementing improvement/change ideas.
- **Conduct the assessment:** The bidder is expected to measure the HIS governance status of RHBs and the MoH at least twice [one at the beginning and other at the end of this agreement]. While conducting the assessment, the bidder should parallelly build capacity of MoH staff for future monitoring. A report demonstrating the HIS governance status, limitations/gaps and actionable insights should be generated.
- **Develop Data-accountability framework:**

Based on the findings from the assessment, the bidder will develop HIS accountability framework. This also requires the engagement of MoH and RHB staff in developing/customizing the framework. Employing an iterative process, the framework will be developed, tested and endorsed by the MoH

- **Capacity building:**

We are always grounded with our principle of sustaining project gains beyond project periods. Whatever we do should ultimately be sustained and owned by the government. To this end, engaging government counterparts and jointly executing every piece of the work is critical. Moreover, building capacity of MoH and regional HIS managers to cascade the knowledge and continue the regular monitoring of

governance including accountability status is equally important. On this front, the bidder will train up to 100 leaders. The training is expected to be interactive and engaging, practical and skill based.

- **Produce Policy brief /publishable article**

From the consolidated evidence generated from the landscaping and baseline assessment, the bidder will write a policy brief or publishable article and submit it to JSI.

### **Expected Deliverables**

Applicants are expected to check-in once every month with the JSI team and a quarterly update on the progress of the project and utilization of funds. As part of these check-ins the following deliverables should be submitted as Annexes:

<b>Deliverable</b>	<b>Timeline from signing of contract</b>
✓ Situation analysis/Landscape analysis report	Month -2
✓ HIS governance/accountability measurement system/toolkit	Month - 4
✓ A consolidate report on the HIS governance status assessment at MoH and RHBs levels [First round]	Month - 5
✓ Build capacity of MoH and RHB staff - Training/ workshop report ✓ Training materials including slide decks developed and 100 individuals trained	Month – 6, 7, 8 and 9
✓ An accountability framework on HIS developed for each level	Month 7 - 8
✓ Policy brief/ publishable article [At least two – one on governance and one on accountability] developed	Month- 11
✓ A consolidate report on the HIS governance status assessment at the MoH and RHBs levels [Second round]	Month – 12
✓ An action planning workshop organized based on the key insights with relevant stakeholders	Month -12

## Part D: Certifications

### CERTIFICATION REGARDING TERRORIST FINANCING

Within the following certification the term “JSI” shall be substituted for the term “USAID”. “Proposal shall be substituted for the term “application”.

#### **CERTIFICATION:**

By signing and submitting this application, the prospective recipient provides the certification set out below:

1. The Recipient, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3.
2. The following steps may enable the Recipient to comply with its obligations under paragraph 1:
  - a. Before providing any material support or resources to an individual or entity, the Recipient will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which is maintained by the U.S. Treasury’s Office of Foreign Assets Control (OFAC), or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Recipient.
  - b. Before providing any material support or resources to an individual or entity, the Recipient also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the “1267 Committee”) [individuals and entities linked to the Taliban, Usama bin Laden, or the Al-Qaeda Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Recipient should refer to the consolidated list available online at the Committee’s Web site: <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>.
  - c. Before providing any material support or resources to an individual or entity, the Recipient will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.
  - d. The Recipient also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.
1. For purposes of this Certification –
  - a. “Material support and resources” means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.”

- b. “Terrorist act” means –
  - an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.un.org/English/Terrorism.asp>); or an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or
  - any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population or to compel a government or an international organization to do or to abstain from doing any act.
- c. “Entity” means a partnership, association, corporation, or other organization, group or subgroup.

References in this Certification to the provision of material support and resources must not be deemed to include the furnishing of USAID funds or USAID-financed commodities to the ultimate beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc, unless the Recipient has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

- e. The Recipient’s obligations under paragraph 1 are not applicable to the procurement of goods and/or services by the Recipient that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Recipient has reason to believe that an offeror or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts. This Certification is an express term and condition of any agreement issued as a result of this application, and any violation of it will be grounds for unilateral termination of the agreement by USAID prior to the end of its term.

**Offeror Name**

\_\_\_\_\_

**Signature**

\_\_\_\_\_

**Signatory Name**

\_\_\_\_\_

**Signatory Title**

\_\_\_\_\_

**Date**

\_\_\_\_\_



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR PROPOSED DEBARMENT**

By signing and submitting this certification, the prospective recipient provides the following assertion: to the best of its knowledge and belief, the prospective recipient and/or any of its Principals are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for award of contracts by any Federal agency.

**Offeror Name**

\_\_\_\_\_

**Signature**

\_\_\_\_\_

**Signatory Name**

\_\_\_\_\_

**Signatory Title**

\_\_\_\_\_

**Date**

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## **ATTACHMENT A: GENERAL TERMS & CONDITIONS**

1. **GOODS AND RELATED SERVICES:** The contractor shall deliver the goods and services described on the Purchase Order (PO)/ contract, of the type, in the quantity, at the delivery date and at the price as indicated on the PO/contract. The quantity of the goods and services shall conform in all respects to the requirements of the PO/contract. All goods (including but not limited to materials, parts, components and sub-assemblies thereof) shall be new, unused, non-remanufactured and non-refurbished.
2. **INSPECTION/ACCEPTANCE:** The Vendor shall tender for acceptance only those items that conform to the requirements of this purchase order/contract. JSI reserves the right to inspect or test any supplies or services that have been tendered for acceptance. JSI may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in purchase order price. JSI must exercise its post acceptance rights: (1) Within a reasonable period of time after the defect was discovered or should have been discovered; and (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item. JSI has unilateral authority to determine if the performance results have been met.
3. **INVOICE REQUIREMENTS:** Invoices shall be submitted prior to payment. Each invoice shall identify the Vendor's name, address, invoice number, dates of performance and specify the payment amount. It shall also include a reference to the purchase order number, and specify the goods that have been delivered or the services that have been rendered or the deliverables that have been submitted as a requirement for payment. Upon acceptance of the goods or deliverables by JSI, payment shall be made to the Vendor as per the payment terms and in the currency stated on the purchase order.
4. **TERMINATION FOR CONVENIENCE:** JSI reserves the right to terminate this purchase order/contract, or any part, for its convenience. In the event of such termination, the Vendor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of the purchase order, the Vendor shall be paid a percentage of the purchase order price reflecting the percentage of the work performed prior to the termination.
5. **TERMINATION FOR CAUSE:** JSI reserves the right to terminate this purchase order/contract, or any part, for cause in the event of any defaults by the Vendor, or if the Vendor fails to comply with the terms and conditions of the purchase order/contract, or fails to provide JSI with adequate assurances of future performance. In the event of termination for cause, JSI shall not be liable for any amount of supplies or services not accepted, and the Vendor shall be liable to JSI for any and all rights and remedies provided by law.
6. **WARRANT:** Vendor warrants that the goods and/or services delivered and rendered hereunder conform to the purchase order/contract requirements, are free of latent defects, and are merchantable and fit for use for the particular purpose described in the purchase order (or, if no such purpose is specifically described, for the purposes for which the goods or services, as applicable, are ordinarily used).
7. **CHANGES:** Changes in the terms and conditions of this purchase order may be made only by written amendment issued by JSI.
8. **RISK OF LOSS:** Unless the purchase order/contract specifically provides otherwise, risk of loss or damage to the supplies provided under this purchase order shall remain with the Vendor until, and shall pass to JSI upon delivery of the supplies to JSI at the destination specified in the purchase order. This clause is applicable to goods only.
9. **CONFLICT OF INTEREST:** Vendor agrees that there is no conflict of interest in accepting this purchase order/contract, which might affect the ability to conduct fair and useful technical assistance on behalf of JSI.
10. **CONFIDENTIALITY:** The Vendor agrees to treat all information provided by JSI or gathered during the course of providing services as confidential and privileged and to not publish or disseminate such information or otherwise share such information with any third party without the written consent of JSI.
11. **RIGHTS IN WORK PRODUCT:** Vendor agrees that JSI retains the entire right, title and interest in all deliverables, data, and other intellectual property produced by the Vendor under this agreement (collectively "Work Product"). Vendor agrees that the Work Product is specially commissioned and works made-for-hire, and that JSI is deemed the author for copyright purposes. To the extent that any Work Product is not deemed work made-for-hire, Vendor hereby assigns to JSI all its right, title and interest in such Work Product.



12. **PRICES:** The Prices (Unit Prices and extended prices) specified in the purchase order/contract are firm, fixed, all-inclusive total prices including all taxes or duties as may be applicable, and covering performance of all of Vendor's obligations under the purchase order, including, but not limited to, delivery of the goods and/or services in accordance with the purchase order delivery term and performance of all associated and related services.
13. **LIQUIDATED DAMAGES:** Both parties acknowledge that the time fixed for delivery in this Purchase Order/contract is of the essence as well as the difficulty of ascertaining at the time of contracting the precise nature and amount of actual damages JSI will suffer in the event of Vendor's delayed performance. In the event of delay in performance, JSI reserves the right, in addition to any other remedies under this PO, to retain as liquidated damages from any payment due the Vendor an amount equal to one percent (1%) of the cost of the PO for every complete week of delay or a part thereof, reckoning from the time fixed by the PO. The total amount of the liquidated damages shall, however, be limited to ten percent (10%) of the value of the delayed contract. The parties agree that these amounts represent a reasonable estimate of the actual damages anticipated at the time of contracting, and confirm they have been negotiated and agreed upon.
14. **DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:** The Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for disbarment, excluded or otherwise disqualified from participation in this transaction by any U.S. Federal Government department or agency,
15. **IMPLEMENTATION OF E.O. 13224 – EXECUTIVE ORDER ON TERRORIST FINANCING:** The Vendor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. This includes individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) or the United Nations Security designation list (online at: [http://www.un.org/sc/committees/1267/qa\\_sanctions\\_list.shtml](http://www.un.org/sc/committees/1267/qa_sanctions_list.shtml)). It is the legal responsibility of the Vendor to ensure compliance with these Executive Orders and laws.
16. **MANDATORY DISCLOSURES/ANTI-TRAFFICKING:**
  - a. Vendor must disclose to JSI any credible evidence received that alleges fraud, conflict of interest, bribery, or gratuity violations potentially affecting this purchase order or the Prime Contract/Agreement. Vendor shall not discharge, demote, or otherwise discriminate against any employee as a reprisal for the employee's disclosing such information to JSI, a Member of Congress, or an authorized official of a Federal agency. Disclosures of credible evidence must be submitted to the JSI Code of Conduct Helpline via telephone number 1-855-715-2899 or online at [www.jsi.ethicspoint.com](http://www.jsi.ethicspoint.com).
  - b. JSI is committed to high standards of ethics and integrity including the prohibition of actions that would support trafficking in persons and procedures to prevent such acts and report any violations. As such, JSI's Anti-Trafficking Policy is incorporated into this purchase order. This policy prohibits JSI and its partners, consultants, vendors, and other agents from engaging in trafficking in persons, procurement of commercial sex acts, use of forced labor, and other acts that directly support or advance trafficking in persons. This policy also requires that Vendor immediately report to JSI any information obtained that alleges that any employee, subcontractor, or subcontractor employee has engaged in trafficking in persons, procured commercial sex acts, or used forced labor in the performance of this purchase order. Violations of the JSI Anti-Trafficking Policy must be reported to the JSI Code of Conduct Helpline via telephone number 1-855-715-2899 or online at [www.jsi.ethicspoint.com](http://www.jsi.ethicspoint.com).
  - c. By signing this Agreement, the Vendor confirms that the Vendor has read, understands and agrees to comply with the JSI/WEI Anti-Trafficking Policy attached or posted at [www.jsi.com](http://www.jsi.com).
17. **COMPLIANCE WITH LAWS:** Vendor explicitly warrants that it is in compliance with all applicable Federal, state and local laws, as amended, including, as applicable, 41 CFR 60-1.4, 41 CFR 60-250.4, and 41 CFR 60-741.4, with respect to nondiscrimination in employment on the basis of race, religion, color, national origin, or sex, equal opportunity, affirmative action, employment of disabled veterans, and veterans of the Vietnam era, and employment of the handicapped. If this is a Purchase Order for services, Vendor also shall not discriminate against any of the intended beneficiaries of the program for which services are provided, such as, but not limited to, by withholding, adversely impacting, or denying equitable access to the benefits provided through the program on the basis of any factor not expressly stated in this agreement.
18. **ANTI-LOBBYING:** The Vendor, by signing this purchase order/contractor, 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 purchase order.

19. **REMEDIES:** Violation of any of the terms and conditions of this agreement constitutes grounds for termination of the assignment and may result in the Vendor being barred from future assignments with JSI. The exercise of these rights does not limit JSI's right to also seek any and all other legal remedies.

**INDEMNIFICATION:** The Vendor shall indemnify and hold JSI harmless from any claim, suit, loss, damage, cost or expenses (including reasonable attorneys' fees) arising out of or in connection with the Vendor's negligence, willful misconduct, breach of this agreement, or other legal wrong-doing in any way connected with activities under this Agreement.

20. **DISPUTES:** In the event of any claims or disputes arising from or relating to this Purchase Order, the parties shall use their best efforts to settle the claims or disputes. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they fail to reach such a solution within sixty (60) days, either Party may refer the matter to arbitration, which shall be the exclusive method of resolving such disputes. Any differences or dispute between the parties shall be submitted to and finally decided upon by an Arbitration Tribunal to be established in accordance with the following procedure.
- i. A party wishing to submit its case for any Arbitration shall appoint one arbitrator and request the other party to appoint its arbitrator within 30 days.
  - ii. A party receiving such a request shall appoint its arbitrator within 30 days of such request being received.
  - iii. The two arbitrators shall jointly appoint one umpire to reside in the Arbitration Tribunal. The Arbitration Tribunal duly constituted as above shall hear the case before it and finally decide on the case.
  - iv. The Arbitration Tribunal decision shall be final and binding upon the parties. However, If the parties are not satisfied by the decision of the arbitration committee, they can refer the case for the court of law in Addis Ababa, Ethiopia.
21. **FORCE MAJEURE:** Neither party shall be liable in damages for any default in performing hereunder if such default is caused by a force majeure event, including, but not limited to Acts of God, Government restrictions, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
22. **GENERAL:**
- a. This Purchase Order is the sole and entire agreement between the parties relating to the subject matter hereof, and supersedes all prior understandings, agreements, and documentation relating to the subject matter hereof. This Purchase Order may be amended only by an instrument executed by the authorized representatives of both parties.
  - b. Every provision of this Purchase Order is intended to be severable. If any term or provision of this agreement is illegal or invalid for any reason, the illegality or invalidity shall not affect the legality or validity of the remainder of this agreement, and all other provisions of this agreement shall remain in full force and effect.
  - c. This Purchase Order shall be interpreted in accordance with the substantive law of the Commonwealth of Massachusetts.

## **ATTACHMENT B** **DONOR TERMS & CONDITIONS**

This Agreement is subject to the following terms and conditions.

### **PROJECT SUPPORT**

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#### **PROJECT DESCRIPTION AND CHARITABLE PURPOSE**

The Foundation is awarding You this grant to carry out the project described in the Investment Document ("*Project*") in order to further the Charitable Purpose. The Foundation, in its discretion, may approve in writing any request by You to make non-material changes to the Investment Document.

### **MANAGEMENT OF FUNDS**

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#### **USE OF FUNDS**

You may not use funds provided under this Agreement ("*Grant Funds*") for any purpose other than the Project. You may not use Grant Funds to reimburse any expenses You incurred prior to the Start Date. At the Foundation's request, You will repay any portion of Grant Funds and/or Income used or committed in material breach of this Agreement, as determined by the Foundation in its discretion.

#### **INVESTMENT OF FUNDS**

You must invest Grant Funds in highly liquid investments with the primary objective of preservation of principal (e.g., interest-bearing bank accounts or a registered money market mutual fund) so that the Grant Funds are available for the Project. Together with any progress or final reports required under this Agreement, you must report the amount of any currency conversion gains (or losses) and the amount of any interest or other income generated by the Grant Funds (collectively, "*Income*"). Any Income must be used for the Project.

### **GLOBAL ACCESS**

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#### **GLOBAL ACCESS COMMITMENT**

You will conduct and manage the Project and the Funded Developments in a manner that ensures Global Access. Your Global Access commitments will survive the term of this Agreement. "*Funded Developments*" means the products, services, processes, technologies, materials, software, data, other innovations, and intellectual property resulting from the Project (including modifications, improvements, and further developments to Background Technology). "*Background Technology*" means any and all products, services, processes, technologies, materials, software, data, or other innovations, and intellectual property created by You or a third party prior to or outside of the Project used as part of the Project. "*Global Access*" means: (a) the knowledge and information gained from the Project will be promptly and broadly disseminated; and (b) the Funded Developments will be made available and accessible at an affordable price (i) to people most in need within developing countries, or (ii) in support of the U.S. educational system and public libraries, as applicable to the Project.

## **HUMANITARIAN LICENSE**

Subject to applicable laws and for the purpose of achieving Global Access, You grant the Foundation a nonexclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid up, sublicensable license to make, use, sell, offer to sell, import, distribute, copy, create derivative works, publicly perform, and display Funded Developments and Essential Background Technology. “Essential Background Technology” means Background Technology that is: (a) owned, controlled, or developed by You, or in-licensed with the right to sublicense; and (b) either incorporated into a Funded Development or reasonably required to exercise the license to a Funded Development. You confirm that You have retained sufficient rights in the Funded Developments and Essential Background Technology to grant this license. You must ensure this license survives the assignment or transfer of Funded Developments or Essential Background Technology. On request, You must promptly make available the Funded Developments and Essential Background Technology to the Foundation for use solely under this license. If You demonstrate to the satisfaction of the

Foundation that Global Access can best be achieved without this license, the Foundation and You will make good faith efforts to modify or terminate this license, as appropriate.

## **PUBLICATION**

Consistent with Your Global Access commitments, if the Project description specifies Publication or Publication is otherwise requested by the Foundation, You will seek prompt Publication of any Funded Developments consisting of data and results. “Publication” means publication in a peer-reviewed journal or other method of public dissemination specified in the Project description or otherwise approved by the Foundation in writing. Publication may be delayed for a reasonable period for the sole purpose of seeking patent protection, provided the patent application is drafted, filed, and managed in a manner that best furthers Global Access. If You seek Publication in a peer-reviewed journal, You agree to adhere to the Foundation’s Open Access Policy available at: [www.gatesfoundation.org/How-We-Work/General-Information/Open-Access-Policy](http://www.gatesfoundation.org/How-We-Work/General-Information/Open-Access-Policy), which may be modified from time to time. Nothing in this section shall be construed as requiring Publication in contravention of any applicable ethical, legal, or regulatory requirements. You will mark any Funded Development subject to this clause with the appropriate notice or attribution, including author, date and copyright (e.g., © 20<> <Name>).

## **INTELLECTUAL PROPERTY REPORTING**

During the term of this Agreement and for 5 years after, You will submit upon request annual intellectual property reports relating to the Funded Developments, Background Technology, and any related agreements using the Foundation’s templates or forms, which the Foundation may modify from time to time.

## **SUBGRANTS AND SUBCONTRACTS**

### **SUBGRANTS AND SUBCONTRACTS**

You have the exclusive right to select subgrantees and subcontractors to assist with the Project.

### **SCHOLARSHIPS AND FELLOWSHIPS**

You will have sole discretion over Your selection of any scholarship and fellowship recipients under this Agreement and must conduct the selection process independently of the Foundation.

### **TRAVEL STIPENDS AND CONFERENCE FEES**

You will have sole discretion over Your selection of any recipients of travel stipends or conference expense reimbursements under this Agreement and must conduct the selection process



independently of the Foundation. Foundation trustees and employees are not eligible to receive travel stipends or conference expense reimbursements.

### **RESPONSIBILITY FOR OTHERS**

You are responsible for (a) all acts and omissions of any of Your trustees, directors, officers, employees, subgrantees, subcontractors, contingent workers, agents, and affiliates assisting with the Project, and (b) ensuring their compliance with the terms of this Agreement.

## **PROHIBITED ACTIVITIES**

### **ANTI-TERRORISM**

You will not use funds provided under this Agreement, directly or indirectly, in support of activities (a) prohibited by U.S. laws relating to combating terrorism; (b) with persons on the List of Specially Designated Nationals ([www.treasury.gov/sdn](http://www.treasury.gov/sdn)) or entities owned or controlled by such persons; or (c) in or with countries or territories against which the U.S. maintains comprehensive sanctions (currently, Cuba, Iran, Syria, North Korea, and the Crimea Region and so-called Luhansk and Donetsk People's Republics of Ukraine), including paying or reimbursing the expenses of persons from such countries or territories, unless such activities are fully authorized by the U.S. government under applicable law and specifically approved by the Foundation in its sole discretion.

### **ANTI-CORRUPTION; ANTI-BRIBERY**

You will not offer or provide money, gifts, or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision relating to the Foundation or the Project, including by

assisting any party to secure an improper advantage. Training and information on compliance with these requirements are available at [www.learnfoundationlaw.org](http://www.learnfoundationlaw.org).

### **LOBBYING AND ELECTIONEERING PROHIBITION**

You may not use Grant Funds to influence the outcome of any election for public office or to carry on any voter registration drive. You acknowledge that the Foundation has not earmarked Grant Funds to support lobbying activities or to otherwise support attempts to influence legislation. Activities will be conducted consistent with the private foundation lobbying rules and exceptions under Internal Revenue Code Section 4945 and related regulations. You confirm that the Budget (or the combined project budget if there are multiple funders) accurately reflects that You will expend at least the amount of the Grant Funds on (a) non-lobbying activities in the project year, or (b) for multiple year projects, the total non-lobbying portion of the project.

### **OTHER LOBBYING, GIFT, AND ETHICS RULES**

You agree to comply with any national, state, local, or other lobbying, gift, and ethics rules applicable to the Project. The Foundation is not retaining or employing You to engage in lobbying activities.

## **OTHER**

### **PUBLICITY**

A Party may publicly disclose information about the award of this grant, including the other Party's name, the total amount awarded, and a description of the Project, provided that a Party obtains prior written approval before using the other Party's name for promotional purposes or logo for any purpose. Any public disclosure by You or Your subgrantees, subcontractors, contingent workers, agents, or affiliates must be made in accordance with the Foundation's then-current brand guidelines, which are available at: [www.gatesfoundation.org/brandguidelines](http://www.gatesfoundation.org/brandguidelines).

## **LEGAL ENTITY AND AUTHORITY**

You confirm that: (a) You are an entity duly organized or formed, qualified to do business, and in good standing under the laws of the jurisdiction in which You are organized or formed; (b) You are not an individual (i.e., a natural person) or a disregarded entity (e.g., a sole proprietor or sole-owner entity) under U.S. law; (c) You have the right to enter into and fully perform this Agreement; and (d) Your performance will not violate any agreement or obligation between You and any third party. You will notify the Foundation immediately if any of these changes during the term of this Agreement.

## **COMPLIANCE WITH LAWS**

In carrying out the Project, You will comply with all applicable laws, regulations, and rules and will not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of any third party.

## **COMPLIANCE WITH REQUIREMENTS**

You will conduct, control, manage, and monitor the Project in compliance with all applicable ethical, legal, regulatory, and safety requirements, including applicable international, national, local, and institutional standards ("*Requirements*"). You will obtain and maintain all necessary approvals, consents, and reviews before conducting the applicable activity. As a part of Your annual progress report to the Foundation, You must report whether the Project activities were conducted in compliance with all Requirements.

If the Project involves:

- a. any protected information (including personally identifiable, protected health, or third-party confidential), You will not disclose this information to the Foundation without obtaining the Foundation's prior written approval and all necessary consents to disclose such information;
- b. children or vulnerable subjects, You will obtain any necessary consents and approvals unique to these subjects; and/or
- c. any trial involving human subjects, You will adhere to current Good Clinical Practice as defined by the International Council on Harmonisation (ICH) E-6 Standards (or local regulations if more stringent) and will obtain applicable trial insurance.

Any activities by the Foundation in reviewing documents and providing input or funding does not modify Your responsibility for determining and complying with all Requirements for the Project.

## **RELIANCE**

You acknowledge that the Foundation is relying on the information You provide in reports and during the course of any due diligence conducted prior to the Start Date and during the term of this Agreement. You represent that the Foundation may continue to rely on this information and on any additional information You provide regarding activities, progress, and Funded Developments.

## **INDEMNIFICATION**

If the Project involves clinical trials, trials involving human subjects, post-approval studies, field trials involving genetically modified organisms, experimental medicine, or the provision of medical/health services ("*Indemnified Activities*"), You will indemnify, defend, and hold harmless the Foundation and its trustees, employees, and agents ("*Indemnified Parties*") from and against any and all demands, claims, actions, suits, losses, damages (including property damage, bodily injury, and wrongful death), arbitration and legal proceedings, judgments, settlements, or costs or expenses (including reasonable attorneys' fees and expenses) (collectively, "*Claims*") arising out of or relating to the acts or omissions, actual or alleged, of You or Your employees, subgrantees, subcontractors, contingent workers, agents, and affiliates with respect to the Indemnified Activities. You agree that any activities by the Foundation in connection with the Project, such as its review or proposal of suggested modifications to the Project, will not modify or waive the Foundation's rights under this paragraph. An Indemnified Party may, at its own



expense, employ separate counsel to monitor and participate in the defense of any Claim. Your indemnification obligations are limited to the extent permitted or precluded under applicable federal, state or local laws, including federal or state tort claims acts, the Federal Anti-Deficiency Act, state governmental immunity acts, or state constitutions. Nothing in this Agreement will constitute an express or implied waiver of Your governmental and sovereign immunities, if any.

## **INSURANCE**

You will maintain insurance coverage sufficient to cover the activities, risks, and potential omissions of the Project in accordance with generally-accepted industry standards and as required by law. You will ensure Your subgrantees and subcontractors maintain insurance coverage consistent with this section.

## **TERM AND TERMINATION**

### **TERM**

This Agreement commences on the Start Date and continues until the End Date, unless terminated earlier as provided in this Agreement. The Foundation, in its discretion, may approve in writing any request by You for a no-cost extension, including amending the End Date and adjusting any affected reporting requirements.

### **TERMINATION**

The Foundation may modify, suspend, or discontinue any payment of Grant Funds or terminate this Agreement if: (a) the Foundation is not reasonably satisfied with Your progress on the Project; (b) there are significant changes to Your leadership or other factors that the Foundation reasonably believes may threaten the Project's success; (c) there is a change in Your control; (d) there is a change in Your tax status; or (e) You fail to comply with this Agreement.

### **RETURN OF FUNDS**

Any Grant Funds that have not been used for, or committed to, the Project upon expiration or termination of this Agreement must be (a) returned promptly to the Foundation, or (b) applied to another mutually-agreed upon charitable purpose, as directed in writing by the Foundation. Any Income that has not been used for, or committed to, the Project must be applied to another mutually-agreed upon charitable purpose, as directed in writing by the Foundation.

### **MONITORING, REVIEW, AND AUDIT**

The Foundation may monitor and review Your use of the Grant Funds, performance of the Project, and compliance with this Agreement, which may include onsite visits to assess Your organization's governance, management and operations, discuss Your program and finances, and review relevant financial and other records and materials. In addition, the Foundation may conduct audits, including onsite audits, at any time during the term of this Agreement, and within four years after Grant Funds have been fully spent. Any onsite visit or audit shall be conducted at the Foundation's expense, following prior written notice, during normal business hours, and no more than once during any 12-month period.

### **INTERNAL OR THIRD-PARTY AUDIT**

If during the term of this Agreement You are audited by your internal audit department or by a third party, You will provide the audit report to the Foundation upon request, including the management letter and a detailed plan for remedying any deficiencies observed ("*Remediation Plan*"). The Remediation Plan must include (a) details of actions You will take to correct any deficiencies observed, and (b) target dates for successful completion of the actions to correct the deficiencies.

### **RECORD KEEPING**

You will maintain complete and accurate accounting records and copies of any reports submitted



to the Foundation relating to the Project. You will retain such records and reports for 4 years after Grant Funds have been fully spent. At the Foundation's request, You will make such records and reports available to enable the Foundation to monitor and evaluate how Grant Funds have been used or committed.

### **SURVIVAL**

A Party's obligations under this Agreement will be continuous and survive expiration or termination of this Agreement as expressly provided in this Agreement or otherwise required by law or intended by their nature.

## **GENERAL**

### **ENTIRE AGREEMENT, CONFLICTS, AND AMENDMENTS**

This Agreement contains the entire agreement of the Parties and supersedes all prior and contemporaneous agreements concerning its subject matter. If there is a conflict between this Agreement and the Investment Document this Agreement will prevail. Except as specifically permitted in this Agreement, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by authorized representatives of both Parties.

### **NOTICES AND APPROVALS**

Written notices, requests, and approvals under this Agreement must be delivered by mail or email to the other Party's primary contact specified on the Agreement Summary & Signature Page, or as otherwise directed by the other Party.

### **SEVERABILITY**

Each provision of this Agreement must be interpreted in a way that is enforceable under applicable law. If any provision is held unenforceable, the rest of the Agreement will remain in effect.

### **ASSIGNMENT**

You may not assign, or transfer by operation of law or court order, any of Your rights or obligations under this Agreement without the Foundation's prior written approval. This Agreement will bind and benefit any permitted successors and assigns.

### **COUNTERPARTS AND ELECTRONIC SIGNATURES**

Except as may be prohibited by applicable law or regulation, this Agreement and any amendment may be signed in counterparts, by facsimile, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement. Facsimile and electronic signatures will be binding for all purposes.