

I. **Representations and Warranties:**

- A. The Consultant represents, warrants and covenants that he/she/it/they shall perform all Services in a professional and workmanlike manner, and in accordance with the standards of care and diligence and the level of skill, knowledge and judgment customarily practiced by nationally recognized professionals in performing services of a similar nature.
- B. The Consultant has no affiliation with UNF, any organization affiliated with UNF, or any third party that could potentially lead to an actual or apparent conflict of interest with the Consultant's performance of Services under this Agreement.
- C. The Consultant shall comply with all local, state, federal and/or foreign laws, rules and regulations applicable to his/her/its/their performance of Services hereunder. Consultants will comply with any reporting obligations to relevant national and international bodies.
- D. The Consultant certifies that he/she/it/they: (a) is/are not named on any list of suspected terrorists or blocked individuals maintained by the U.S. government, including but not limited to the Annex to Executive Order No. 13224 (2001) (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism); (b) is/are not named on the List of Specially Designated Nationals (www.treasury.gov/sdn), is/are not named on any other U.S. Department of the Treasury Office of Foreign Assets Control (OFAC) Sanctions List, and is/are not an entity owned or controlled by any such person; (c) is/are not listed on the U.S. Government's Excluded Parties List System ("EPLS") and is/are not excluded from receiving U.S. federal financial and non-financial assistance and benefits; and d) is not a resident of or located in any country or territory against which the U.S. maintains comprehensive sanctions (such as, Cuba, Iran, Syria, North Korea and the Crimea Region of the Ukraine).

II. **Subcontracts:** This Agreement is personal to the Consultant and the Consultant shall not subcontract the performance of any portion of the Services without the prior written consent of UNF. Any purported subcontract not approved by UNF shall be null and void. In the event UNF consents to a subcontractor performing all or a portion of the Services, the Consultant shall be liable for all payments due to such subcontractor and for the acts and omissions of such subcontractor to the same extent as if they were acts and omissions of the Consultant.

III. **Indemnity:** The Consultant shall defend, indemnify, and hold harmless UNF, its partners, their respective affiliates, and all of their respective officers, directors, employees, consultants, representatives, agents, successors and assigns from and against:

- A. Any claim, loss, damage or liability (including reasonable attorneys' fees) (collectively, "Losses") arising in whole or in part from or otherwise relating to the acts, errors, or omission of the Consultant or any of its subcontractors, or any of their respective employees or agents;
- B. Losses arising in whole or in part from or otherwise relating to any breach by the Consultant of any terms of this Agreement; and
- C. Losses arising in whole or in part from or otherwise relating to actual or asserted infringement, misappropriation, violation or other improper use of trade secrets, know how, copyrights, trademarks, patents, or other proprietary information or property, including to the extent any of the foregoing is incorporated into any Work Product (as defined below).

IV. **Proprietary Rights:**

- 1. Ownership of Work Product. All materials, including but not limited to the Deliverable(s), that the Consultant develops hereunder (collectively, the "Work Product") shall be the sole and exclusive property of UNF, including without limitation all patent, copyright, trademark, trade secret, know-how and other intellectual property or proprietary rights therein that may be secured in any place under laws now or hereafter in effect. The Consultant shall deliver all Work Product to UNF when due according to the terms of this Agreement or otherwise upon UNF's request. The Consultant shall execute and deliver all documents and take all steps requested by UNF to protect, confirm, acquire, perfect, maintain, enforce or defend UNF's ownership and proprietary rights in and to the Work Product.

To the extent, if any, that the Consultant or any of its employees or other agents or representatives (collectively "Personnel") has rights in any Work Product notwithstanding the foregoing, the Consultant hereby assigns irrevocably to UNF (and shall cause such Personnel to assign irrevocably to UNF) all of his/her/its or their rights, title and interest in and to such Work Product, including without limitation all patent, copyright, trademark, trade secret, know-how and other proprietary rights therein.

UNF is committed to Global Access. Under our commitment, UNF will ensure that the knowledge and information gained from any project and any Deliverable produced will be promptly and broadly disseminated under a creative commons license, and any funded developments will be made available at an affordable price:

- a. to people most in need within developing countries or
- b. in support of the U.S. educational system and public libraries, as applicable.

Additionally, in case natural, recognizable persons are depicted in a photograph or film, the Consultant will submit a statement from these persons giving their permissions for the described use of their images. The above does not refer to photographs taken or films shot in places where random members of the public are identifiable only hypothetically and to public persons acting in their public activities.

2. UNF Material. As between UNF and the Consultant, UNF shall retain ownership of all materials provided to the Consultant by or on behalf of UNF hereunder. The Consultant may use such materials only to the limited extent necessary to perform Services for UNF, and for no other purpose. The Consultant shall return such materials to UNF upon completion of the Services to which such materials pertain, or earlier upon UNF's request.
3. Third Party Material. Prior to using or incorporating any material that is owned by a third party ("Third Party Material") into any Services or Work Product, the Consultant shall provide to UNF with a written summary of such Third Party Material and the purpose for which it will be used or incorporated in the Services or Work Product. The Consultant will obtain for UNF a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid up, transferable, sublicensable license to use and to practice any such Third Party Material in connection with UNF's or its designee's use of any Services or Work Product.

VIII. Confidentiality:

- A. Term; Definition. Except with the written consent of UNF, the Consultant hereby agrees that, during the term of this Agreement and for a period of three (3) years following the expiration or termination of this Agreement, neither the Consultant nor its staff, representatives or agents will communicate, disclose or publicize Confidential Information to any third party, or use Confidential Information for any purpose other than to the limited extent necessary to perform Services hereunder. "Confidential Information" shall mean all nonpublic or sensitive information or material pertaining to UNF (including, without limitation, information of or relating to business or operational plans, organization/structure, management, operations, programs, initiatives, intellectual property, finances, audits, personnel, donors, contributions, grantors, grant agreements or other contracts) or its affiliates, staff, representatives, partners and/or agents that is obtained by the Consultant (whether orally, visually, in writing, or otherwise) during the term of this Agreement or otherwise in connection with performance of the Services. Confidential Information shall include the existence of this Agreement and the specific terms hereof. Confidential Information shall not include information that the Consultant can demonstrate by competent documentary evidence: (a) is lawfully received by the Consultant from a third party without any breach of confidentiality obligation owed to UNF; (b) is in the public domain at the time of disclosure; (c) was already in the possession of the Consultant at the time of disclosure to the Consultant, was not received directly or indirectly from UNF and was free of any restriction as to use or disclosure; (d) was independently developed by the Consultant without any use of or reference to the Confidential Information; or (e) UNF agrees in writing is free of confidentiality restrictions. UNF shall have no obligation to mark or otherwise designate or identify any of its Confidential Information as "Confidential Information" prior to providing it to the Consultant.

- B. Confidentiality Obligations. The Consultant shall: (a) hold Confidential Information in strict confidence; (b) use the same degree of care to protect the confidentiality of Confidential Information as it normally uses to protect its own proprietary and/or confidential information within its own organization (if Consultant is an entity), but not less than a reasonable degree of care; (c) use Confidential Information only to the limited extent necessary for the performance of the Services and for no other purpose; (d) restrict disclosure of Confidential Information solely to its staff and/or affiliates (“Representatives”) with a need to know such Confidential Information in connection with the Services (and provided in each case that such Representatives are advised of the obligations assumed herein and are bound by obligations of confidentiality and non-use substantially comparable in scope with the provisions hereof to protect UNF’s rights and interest hereunder); and (e) not disclose Confidential Information to any third party, without prior written approval of UNF.
- C. Legally Required Disclosures. In the event that the Consultant is required by law or order of any court to disclose any Confidential Information, the Consultant shall (a) give UNF reasonable prior notice of the disclosure; (b) use reasonable efforts to resist disclosing the Confidential Information; (c) cooperate with UNF on request to obtain a protective order or otherwise limit the disclosure; and (d) as soon as reasonably possible, provide a letter from its counsel confirming that the Confidential Information is, in fact, required to be disclosed.
- D. Return of Confidential Information. Upon the written request of UNF at any time, or upon the termination or expiration of this Agreement, the Consultant shall immediately return to UNF all Confidential Information and all copies thereof and shall destroy any computer generated or stored files or notes or any other notes or memoranda which include or make reference to the Confidential Information, with such destruction being certified in writing by a duly authorized officer of the Consultant. Notwithstanding the preceding provisions of this Section, the Consultant shall be permitted to retain one (1) archival copy of any Confidential Information to the extent required by applicable law or regulatory authority, provided however that such retained Confidential Information shall remain subject to the provisions hereof.
- IX. **Data Protection and GDPR:** The Consultant acknowledges that the Services under this Agreement may be subject to the requirements of the General Data Protection Regulation (“GDPR”) (EU) 2016/679. The Consultant will assist and cooperate with UNF to enable UNF to comply with any information disclosure and data protection obligations applicable to UNF in connection with the Services provided under this Agreement. The Consultant will comply at all times with any obligations under the GDPR and any other applicable information disclosure and data protection obligations applicable to Consultant and will perform the Services under this Agreement in such a way as to protect the personal information of individuals.
- X. **Safeguarding:** UNF makes every effort to follow local and international laws and standards related to the protection of children and vulnerable adults. All UNF Consultants being compensated with DFID funding will be required to comply with

UNF's "Safeguarding Policy" as attached as **Exhibit D** and incorporated herein by reference. We require that all program officers, partners, grantees, consultants, and other persons receiving funding under this Agreement report potential violations promptly to UNF management at concerns@unfoundation.org for investigation and appropriate action, up to and including termination or expiration of this Agreement.

- XI. **Insurance:** The Consultant will maintain insurance coverage sufficient to cover the activities, risks, and acts and omissions in connection with performance of the Services, in accordance with generally-accepted industry standards and as required by law. The Consultant will ensure all subcontractors maintain insurance coverage consistent with this Section.
- XII. **Entire Agreement and Modification:** This Agreement (including **Exhibits A** through **D** attached hereto and incorporated herein by reference) constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any prior agreements, representations, understandings, proposals, or communications, whether written or oral, between the Parties with respect to such subject matter. This Agreement may not be changed, modified, or amended except in a writing that specifically references this Agreement and is signed by both Parties.
- XIII. **Governing Law and Arbitration of Disputes:** This Agreement will be governed by and interpreted in accordance with the laws of the State of New York, without regard to conflicts of laws rules or principles. The Parties agree all disputes arising out of or in connection with this Agreement shall be finally settled by binding arbitration under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. The place of arbitration shall be New York, New York, USA. The language of the arbitral proceedings shall be English (or as otherwise determined between the Parties). Judgment upon any award(s) rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator is authorized to include in the award an allocation to any Party of such costs and expenses, including attorneys' fees, as the arbitrator shall deem reasonable.
- XIV. **Assignment or Transfer of Rights:** The Consultant shall not assign or transfer any rights under or interest in this Agreement without the prior written consent of UNF. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the Consultant from any duty or responsibility under this Agreement. Any assignment or transfer of rights contrary to this section shall be null and void.
- XV. **Rights and Remedies:** In the event of a breach of this Agreement by the Consultant or default by the Consultant in connection with performing any obligation of the Consultant under this Agreement, UNF's rights and remedies contained herein shall be cumulative and shall not be exclusive of any other rights or remedies that UNF may have at law or equity, including, but not limited to, injunctive relief and specific performance.

- XVI. **Waiver:** A failure by either Party to assert any right or remedy in any instance of breach of this Agreement by the other Party shall not operate or be construed as a waiver of the right to assert such right or remedy unless such waiver is in writing. Any such waiver shall not affect the waiving Party's right with respect to any other or further breach by the other Party.
- XVII. **Severability:** If any provision of this Agreement is held to be in violation of any applicable law or otherwise unenforceable, such provision shall be deemed severed from this Agreement and the remainder of this Agreement shall remain in full force and effect. The unenforceability of any provision of this Agreement shall not affect the enforceability of the remainder of this Agreement.
- XVIII. **Termination:** Either Party may terminate this Agreement at any time, and for any or no reason, by giving thirty (30) days' prior written notice to the other Party.

If the Consultant fails to fulfil its obligations under this Agreement and/or if there is suspicion of corruption and other irregularities or a failure to comply with the obligations regarding restrictive measures, UNF may suspend payment of all or parts of the Compensation of all or parts of the Compensation. UNF also has the right to terminate the Agreement with immediate effect without paying Compensation of any kind where the Consultant fails, without justification, to fulfil any of the obligations incumbent on it and, after being given notice by letter to comply with those obligations, still fails to do so or to furnish a satisfactory explanation within 30 days of the sending of the letter.

In the event of material breach of the Agreement, UNF may, in addition to suspending payments of all or parts of the Compensation according to the paragraph above, terminate this Agreement with immediate effect and without paying compensation of any kind.

Material breach of the Agreement shall include, without limitation, the following situations:

- a) the Consultant has made false or incomplete statements to obtain this Agreement,
- b) the Consultant has, after having been granted an extended deadline, failed to provide the agreed reports, or has knowingly provided reports that do not reflect reality,
- c) corruption and other irregularities, grave professional misconduct, money laundering, failure to comply with the obligations regarding restrictive measures or illegal activity of any form have taken place within the Consultant or its Subcontractors,
- d) the Consultant has failed to inform UNF of indications of corruption and other irregularities or its failure to comply with the obligations regarding restrictive measures in accordance with this Agreement,

e) the Consultant has failed to comply with the Conflict of Interest subsection of Section IV. Representations and Warranties,

f) the Consultant has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established,

g) the Consultant has changed legal personality without prior notification to UNF, or

h) the Consultant is bankrupt, being wound up or is having its affairs administered by the courts or is subject to any analogous or corresponding procedure provided for under national legislation.

UNF also has the right to terminate this Agreement with immediate effect without paying compensation of any kind where the Consultant fails, without justification, to fulfil any of the obligations incumbent on it and, after being given notice by letter to comply with those obligations, still fails to do so or to furnish a satisfactory explanation within 30 days of the sending of the letter

The Consultant shall inform UNF immediately of any circumstances that may indicate or lead to a breach of Agreement, and shall provide UNF with any information or documentation it may reasonably require in order to determine if a breach of the Agreement has occurred.

- XIX. **Relationship of the Parties:** The Consultant is an independent contractor. Nothing in this Agreement is intended or shall be deemed to create an association, partnership, joint venture, agency or employer and employee relationship between the Parties, or to authorize the Consultant to act as agent for UNF or to enter into contracts on behalf of UNF.
- XX. **Construction of Agreement:** The Parties acknowledge that they have thoroughly reviewed this Agreement and bargained over its terms with the benefit of legal counsel. Accordingly, this Agreement shall be construed without regard to the Party or Parties responsible for its preparation and shall be deemed to have been prepared jointly by the Parties.
- XXI. **Publicity; Use of Names:** The Consultant shall not use, reference, or authorize others to use or reference, any name, service mark, logo or other trademark of UNF or any UNF campaign in any advertising, promotional, or business development material or other communication (including on its website and on customer lists) without the prior written consent of UNF, which may be withheld at UNF's sole discretion. The Consultant shall not make, or authorize others to make, any form of representation or statement that would constitute an express or implied endorsement by UNF, any UNF

campaign, or any of their respective representatives without prior written approval from UNF.

- XXII. **Counterparts:** This Agreement may be executed in counterparts and in electronic (pdf or facsimile) form, each of which shall be deemed to be an original but all of which together shall constitute a single instrument.
- XXIII. **Survival of Obligations:** The provisions of this Agreement concerning warranties, indemnities, proprietary rights, confidentiality, publicity, and interpretation of this Agreement, as well as all other provisions that by their nature or context are intended to survive expiration or termination of this Agreement, shall survive and remain in effect after the expiration or termination of this Agreement.

Exhibit B: Donor Flow Down Requirements:

The following are obligations of UNF that also apply to Consultant's work on UNF's Project for which they are engaged to provide Services. The Consultant is required to comply with these additional provisions.

Some of the obligations contained in these Flow Downs are applicable based on one or more specific funders and/or location of the Project. Accordingly, certain specific requirements may NOT apply to your work. When in doubt, Consultant should seek guidance from the UNF Project Director regarding compliance with these requirements.

Consultant Contracting/Subcontracting Obligations**Subcontracting General Requirements**

Whenever Consultant transfers or assigns any of their duties, obligations, and/or assets provided or deployed in the performance of its Project duties, Consultant shall do so through a written agreement or subcontract with each "Subcontractor."

Consultant shall insert similar provisions as those contained herein in any such contracts or subcontracts and shall include, without limitation, all provisions related to reporting, monitoring and evaluation, audit, procurement, document retention, duty to provide information, measures to prevent, identify and remedy corruption and other irregularities and measurement as required herein.

Furthermore, such agreements shall explicitly state that:

- a) Consultant, UNF, UNF's funders and their respective auditors shall have the same access to undertake the control measures related to the Subcontractor's use of the funds;
- b) Consultant shall be entitled to claim repayment of the funds from the Subcontractor in the same instances and to the same extent that UNF and/or its funders are entitled to claim repayment from the Consultant, and the Subcontractor shall accept that UNF or its funders have the right to claim repayment directly from the Subcontractor to the same extent as the Consultant;
- c) Subcontractor will check its suppliers against, and to use all reasonable means to ensure that none of the funds provided under those agreements are made available to, or for the benefit of, persons, groups and entities designated under, the EU Sanctions List; and
- d) Subcontractor shall accept the choice of law and settlement of disputes provisions as provided or required by UNF and/or its funders in relation to any disputes arising between the Subcontractor and UNF and/or its funders.

The Consultant shall take the necessary steps at the commencement of the Project/Services and at regular intervals throughout the Term to assess the internal controls, systems and processes of any subcontractors and assure itself that each subcontractor has the necessary competence and internal procedures to meet the requirements of this Agreement and shall follow-up the subcontractor's compliance with the Agreement throughout the Term. These assessments will be shared with UNF and its funders upon request and should determine, relative to the anticipated risk, i.a.,

- the reliability and integrity of the subcontractor's financial controls, systems and processes;
- effectiveness and efficiency of the subcontractor's Project/Service operations;
- procedures for safeguarding Project/Service assets; and
- compliance with the agreements entered into between UNF and its funder and pursuant to this Agreement.

Obligations to Provide Subcontracts

Upon reasonable request of UNF and/or its funders, Consultant shall provide copies and/or access to such subcontracts and/or related agreements and documentation for review and agrees to allow UNF and/or its funders to request or, as the case may be, to require revisions to language relevant to meeting this obligation.

Eligible Expenditures and Special Conditions

Funding from this agreement will not be used to meet the costs of any other expenditure, in particular (but non-exhaustively):

- lobbying UK government, i.e. activities which aim to influence or attempt to influence Parliament, UK government or political activity, or UK legislative or regulatory action;
- to petition UK Government for additional funding;
- input VAT reclaimable by the Consultant from Her Majesty's Revenue and Customs ("HMRC");
- activities which may lead to civil unrest;
- activities which discriminate against any group on the basis of age, gender reassignment, disability, race, color, ethnicity, sex and sexual orientation, pregnancy and maternity, religion or belief;
- interest payments or service charge payments for finance leases;
- gifts;
- statutory fines, criminal fines or penalties;
- payments for works or activities which the Consultant, or any member of their Partnership has a statutory duty to undertake, or that are fully funded by other sources;
- activities in breach of EU legislation on State Aid;
- bad debts to related parties;
- payments for unfair dismissal or other compensation;
- to replace or refund any funds lost to fraud, corruption, bribery, theft, terrorist financing or other misuse of funds.

DFID Smart Rules provide further details on how aid funds can and cannot be spent. In case of any doubt, the Consultant should consult UNF in advance. Smart Rules are available online: <https://www.gov.uk/government/publications/dfid-smart-rules-better-programme-delivery>.

Additionally, funds will not be used to:

- Meet the cost of any import, customs duties or any other taxes or similar charges applied by local Governments or by any local public authority.
- Fund grants to third parties that are registered as for-profit enterprises

Budget Deviation Obligations

This is an obligation of UNF that, by extension, also applies to Consultant's work.

Consultants are expected to work within the individual direct cost categories laid out in the agreed upon budget. UNF and the Consultant will negotiate any adjustment to the budget and UNF reserves the right to refuse additional costs beyond the approved budget in this Agreement.

Accordingly, any anticipated line-item deviation of greater than 10%, requires you to notify UNF immediately upon awareness of the potential deviation. Upon UNF's approval of a modified budget you are obligated to submit:

- 1) An updated budget
- 2) Rationale for additional expenses
- 3) Submitted at least fifteen (15) working days within UNF's approval of said modified budget.

Consultants remain obligated to provide an expense report and supporting documents along with each invoice.

Exchange Rate

Where costs are incurred in foreign currency the Consultant will use the exchange rate stated in OANDA (www.oanda.com) for the date on which the purchase was made or services acquired by the Consultant. Any conversion will be done to four decimal points.

Digital Spend

UNF has agreed to comply with the Principles for Digital Development for any activities that focus on external-facing service/s provided through the internet to citizens, businesses, civil society or non-government organizations ("Digital Spend"). This includes any spend on web-based or mobile information services, websites, knowledge or open data portals, transactional services such as cash transfers, web applications and mobile phone apps. The Consultant agrees to support UNF in its compliance by ensuring that services under this Agreement are in line with the principles as laid out at Principles for Digital Development. Additionally, the Consultant will notify UNF of any proposed Digital Spend prior to carrying out any digital activities.

Reporting

As part of the reporting requirements to UNF, the Consultant will provide a proportionate and meaningful assessment of how the Project is contributing to reducing gender inequality including a specific assessment on progress against any gender related commitments made as part of this Project.

The Consultant will immediately notify UNF of any delay, obstruction or event which interferes with or threatens to interfere with this Project. This includes any delay, obstruction or event which damages or is capable of damaging the reputation or integrity of UNF or that of the project.

The Consultant will seek to ensure that beneficiary feedback is integrated at appropriate stages in project design, mobilization, delivery, monitoring, evaluation and annual review processes and takes account of the voices of both women and men. The Consultant should work with, through and represent the diversity of communities in order to respond to their needs more effectively and strengthen accountability.

Accounting Records, Audits & Agreement to Provide Access

The Consultant will ensure that necessary information and access rights are explicitly included within all agreements with approved Subcontractors.

Bookkeeping Obligation

The Consultant agrees to keep accurate and complete books, using a double entry bookkeeping system, in accordance with, at a minimum, the applicable accounting and bookkeeping policies in the Consultant's jurisdiction, and at all times consistent with the requirements of UNF and/or its funders. The accounts shall be kept up to date at least on a monthly basis. Bank reconciliations and cash reconciliations shall be completed at least every month and shall be documented by the Consultant.

Records to Retain

Records to retain shall include, without limitation, vouchers, receipts, contracts and bank statements. Income and expenditures relating to the Project must be easily identifiable and verifiable, either by using separate accounts for the Project or by ensuring that Project expenditure can be easily identified and traced within the general accounting and bookkeeping systems.

Access to Materials

The Consultant authorizes that it will allow access to its premises and any premises where the Project takes place, for monitoring and audit purposes.

Audit Rights

UNF and /or its funders may at any time during, and up to five years after the end of, this Project, conduct additional audits or ascertain additional information where UNF and/or its funders considers it necessary. UNF, and/or its funders, shall have the right to conduct said audits at their own expense using audit staff selected by UNF and/or its funders. For this purpose, the Consultant must afford UNF, its funders, or their authorized representatives' proper facilities for the duration of the audit.

Obligation to Provide Records & Repayment Rights

Upon request, the Consultant shall, at its own expense, make such records including all backup documentation justifying expenses available to UNF, its funders, and/or their auditors to ensure compliance with all applicable terms and conditions.

UNF shall be entitled to claim repayment of the funds from the Consultant in the same instances and to the same extent that UNF funders are entitled to claim repayment from UNF, and the

Consultant shall accept that UNF's funders have the right to claim repayment directly from the Consultant to the same extent as UNF.

Receipts & Expenditure Documentation & Retention Period

The Consultant will maintain records of receipts and expenditures using funds for at least five (5) years after conclusion of the Project or such longer time period as required by applicable law after the completion of use of the funds.

Control Measures

Representatives of UNF's funders and their auditing offices may at all times carry out independent reviews, audits, field visits or evaluations or other control measures related to the Services. The objective of such control measures may be inter alia to verify that the funding has been used in accordance with the Agreement or to evaluate the achievement of results. The costs of inspection shall be borne by UNF's funder

The Consultant shall facilitate such control measures by providing all information and documentation necessary to carry out the relevant initiative, as well as ensuring unrestricted access to any premises, records, goods and documents requested. Documents and records must be easily accessible and filed so as to facilitate their examination and the Consultant must inform any such representative of their precise location.

The representatives of UNF, its funders, and/or their respective auditors shall also have access to the Consultant's auditor and their auditor's assessments of all information pertaining to the Consultant and the Project. The Consultant shall release the auditor from any confidentiality obligations in order to facilitate such access

The rights and obligations of this clause shall remain in force for 7 years following expiration or termination of this Agreement.

Due Diligence

In utilizing the resources, the Consultant will exercise the same care in the discharge of its functions under this Project as it exercises with respect to the administration and management of its own resources and affairs. The Consultant will co-operate fully with any due diligence assessment by UNF, DFID or its agents, of the Consultant's own internal controls and system prior to or during the implementation of this Project and take appropriate action on any recommendations arising. Due diligence assessments may be conducted every 3 years or earlier if there is a significant change to the Consultant's procedures and controls or operating environment. A range of tools may be used to conduct the assessment and continuation of this Project will be dependent on the UNF and DFID being satisfied that the Consultant has sufficient capacity and capability to deliver the project and manage DFID funds.

Information Rights

The Consultant acknowledges that UNF and DFID are subject to the requirements of the Freedom of Information Act 2000, the Environmental Information Regulations 2004, the Data Protection Act

1998 (DPA), subordinate legislation and guidance and codes of practice issued by the Information Commissioner and relevant Government Departments.

The Consultant will assist and co-operate with UNF to enable UNF and DFID to comply with its information disclosure and data protection obligations.

The Consultant will perform its obligations under this Project in such a way as to protect the personal information of individuals.

The Consultant will comply at all times with its obligations under the DPA.

Transparency

The Consultant will publish to the International Aid Transparency Initiative (IATI) standard on all its Funding from this agreement within six months of the start of this Project. UNF expects the Consultant to publish to the IATI standard on all its non-Funding from this agreement and for all approved Subcontractors to publish to the IATI standard on their funding. The intention of this commitment is to allow traceability throughout the delivery chain. For more details on IATI standards see: <http://www.aidtransparency.net/>

The Consultant gives consent for this Project (and any subsequent amendments) and associated funding information to be published on DFID's website.

Additionally, UNF has a requirement to provide its funders with an annual register of third parties receiving funds. The Consultant shall assist UNF with this requirement by providing UNF with a list of any third parties it has provided funds to as well as a summary of the project/core activities, including planned results, follow up and evaluation, as applicable.

Public Recognition

In consultation with UNF, the Consultant shall ensure visibility and provide public recognition of UNF's and the funders' support to the Project in publications, speeches, press releases, websites, social media or other communication material. This shall be done in a manner compliant with direction provided by UNF to Consultant, including, as applicable, respective funder's requirements.

Risk Management

The Consultant will develop and maintain an up to date risk register that, as a minimum, enables individual risks to be clearly identified, an assessment of their likelihood and impact, how they will be dealt with and escalated and who is responsible for monitoring and reporting on them.

The Consultant will manage all risks in relation to this project unless otherwise agreed as part of the risk register and in writing with UNF. Where the Consultant transfers risk to any approved Subcontractor, the Consultant will remain accountable to UNF and DFID for the effective management of that risk.

Changes to the Project or the Consultant's Organizational Structure

Any significant deviations from or changes to the Project or approved proposal or budget is subject to UNF's prior, written approval. The same applies to significant changes to, or circumstances materially affecting, the Consultant's organization. Additionally, this will apply to any situation where the Project may be compromised or circumstances come to light which cause the Project to develop in an unfavorable way in any other significant respect.

The following deviations/changes shall always be subject to UNF's prior written approval:

- any changes to the Project's sources of income,
- any changes to the results framework or scope of the Project,
- changes to the implementation plan which implies a delay of more than three months of any activity,
- changes to the Project's annual budget that imply reallocation of more than 10% of a budget line.

UNF may suspend payments under this Agreement until such changes have been approved or require repayment of funds already paid.

The fact that UNF refrains from exercising a remedy or any right herein shall not be considered to be a waiver of such remedy or right and, furthermore, partial or limited exercise of a remedy or right shall not prevent UNF in any way from later exercising any other remedy or right under this Agreement or other applicable law.

Procurement

Procurement will be conducted in accordance with the Procurement Requirements, attached as **Exhibit C**, and incorporated herein.

Health, safety and security

The Consultant is responsible for all security arrangements in relation to this Project including the health, safety and security of any person employed or otherwise engaged as part of this Project, including those employed or engaged by any approved Subcontractors.

Corruption and other Irregularities:

The Consultant shall work actively to prevent corruption and other irregularities within and related to the Services or the Consultant. This obligation applies to all staff members, consultants and other non-staff personnel and other beneficiaries of the funding.

Corruption and other irregularities refers to all kinds of:

- a) corruption, including bribery, nepotism, illegal gratuities or other form of abuse of trust, power and position for improper gain;
- b) misappropriation of cash, inventory and all other kinds of assets;
- c) financial and non-financial fraudulent statements;

d) all other use of funds which is not in accordance with the work plan and budget.

Anti- Bribery

The Consultant shall work actively to prevent corruption, illegal or improper handling or other form of misuse of funds. When planning and implementing the Services, the Consultant shall take the risk of corruption into account and identify key risks and risk mitigation measures. If a significant risk of corruption is identified, risk mitigating measures shall be adopted to reduce the identified risk. The Consultant shall require its own staff, sub-contractors suppliers or others working on the Services, to refrain from receiving, to be promised a bribe or any other improper enrichment or benefit.

The Consultant shall undertake to investigate the presence of corruption, identify and take action, including legal actions, against persons who there is reason to suspect of corruption or other improper enrichment. The Consultant shall immediately inform UNF about suspected corrupt behavior. The Consultant shall continuously thereafter consult with UNF on the further handling of the matter. The Consultant shall immediately initiate action to stop the corrupt behavior, investigate and if appropriate take action to prosecute and /or apply other sanctions in accordance with applicable law against any person suspected of misuse of resources, fraud or corruption in connection with the Services. When the matter has been concluded, the Consultant shall submit a final report regarding the suspected corruption to UNF.

Terrorism

Consistent with local and international legislation and applicable United Nations Security Council resolutions, both UNF, its funders and the Consultant are firmly committed to the international fight against terrorism. It is the policy of UNF and its funders to seek to ensure that none of its funds are used to provide support to individuals or entities associated with terrorism and that UNF and its funders, staff and its programs activity are compliant with counter terrorist financing legislation. In accordance with this policy, UNF and its funders expect the Consultant and all approved Subcontractors to make themselves aware of, and comply with, their obligations under the relevant counter terrorist financing legislation.

The Consultant will seek to ensure that none of the funds or assets provided under this Project are made available or used to provide support to individuals, groups or entities associated with terrorism including those named on the following lists as updated from time to time:

- **HM Treasury's Office of Financial Sanctions Implementation** – Financial sanctions: consolidated list of targets
- **UK Home Office** – Proscribed terrorist groups or organizations
- **European Union** – Consolidated list of sanctions
- **United Nations** – United Nations Security Council Sanctions List
- **World Bank** – World Bank Listing of Ineligible Firms & Individuals

Dispute Resolution & Venue

Consultant acknowledges and agrees that it may be subject to the choice of law and settlement of disputes provisions in UNF's agreements with its funders in relation to any disputes arising between the Consultant and UNF's funders. This is in addition to choice of law and venue provisions governing UNF's and Consultant's relationship and may include, without limitation:

- i. Such disputes may be governed and construed in accordance with US, Swedish and/or UK law.
- ii. If any dispute arises relating to the implementation or interpretation of the Agreement, the parties shall seek to reach an amicable solution.
- iii. Any dispute arising out of or in connection with the Agreement that cannot be solved amicably, may be exclusively settled before foreign courts of applicable funders, including, as applicable, Swedish, UK, and/or the US courts of law.

Consultant accepts that UNF's funders can, in their own respective sole discretion and as an alternative to the legal venue mentioned above, choose to settle the dispute by the courts in the legal venue of the Consultant or arbitration in accordance with the arbitration rules of the applicable arbitration tribunal of the funder.

Exhibit C: PROCUREMENT REQUIREMENTS

1. **UNF Requirements:** UNF and its funders may carry out ex post checks on the Consultant's compliance with the requirements set forth regarding procurement. Failure to comply with these requirements will render the expenditure ineligible for reimbursement or payment and may lead to withholding funds or claim for repayment by UNF or its funder.
 - i. Contracts shall not be split artificially to circumvent the procurement thresholds.
 - ii. The procurement requirements shall also apply to any procurements to be carried out by the Consultant's subcontractors or others.
 - iii. Sections 1 to 3 set out requirements, which shall apply to all contracts.
 - iv. Where the Consultant does not have the skills or capacity to carry out high value procurement, UNF should be consulted to obtain guidance on funder approved procurement suppliers that should be used.
 - v. Records of all procurement activity must be kept by the Consultant and made available to UNF, upon request. UNF reserves the right to assess the procurement capacity and capability of the Consultant at any time.

2. General Procurement Standards

DIAL strives to ensure all procurement transactions are conducted in a manner that demonstrates to the best extent possible practical, open and fair competition. This includes the following principles:

- Encourage participation from a variety of candidates: participation in procurement procedures shall be open on equal terms to all natural and legal persons. During the entire procurement and the award of contracts, the staff shall not discriminate against candidates or groups of candidates. Candidates shall be published as broadly as possible to encourage diverse participation.
- Ensure equal treatment of all applicants: This includes that the procedures applied, and the award of contracts shall be based on fair competition.
- Ensure procurement processes are transparent, equal in treatment and non-discriminatory: As a general rule, procurement procedures shall be published to promote fair competition. Where staff does not launch an open procurement procedure and rather uses a restricted procedure, the choice of candidates that are invited to submit an offer shall be documented against the selection criteria.
- Practice fiscal prudence: by awarding the contract to the candidate with the best value for money e.g. the most economically advantageous candidate offering the best price-quality ratio, or, as appropriate, the candidate offering the best price or cost, or to the candidate offering the value to the extent goods and services support program objectives.
- Practice due diligence: In partnership with UNF, DIAL will complete due diligence on candidates and organizations as a way to safeguard human rights based practices.
- Objective criteria: Staff shall evaluate the candidates' offers received against objective criteria, set out beforehand, which enable staff to measure the quality of the offers and shall take into account the eligibility of the candidate and the financial, economic, technical and professional capacity of the candidates. The evaluation shall be completed

by an odd number of staff (at least three) with technical and administrative capacity necessary to give an informed opinion.

- Avoid conflict of interest: By following these guidelines and principles, staff can avoid and should avoid any conflict of interests.
- Maintain all documentation: Keeping sufficient and appropriate records and documentation with regard to procedure, evaluation and award. Records of all procurement activity including but not restricted to, costs, volumes, suppliers, value for money, savings and efficiencies must be kept by staff.

Furthermore, as a steward of public funds, DIAL strives to:

- Avoid the purchase of unnecessary items
- Use the DIAL Selection Memo, DIAL Sole/Single Source Memo to document purchase decisions
- Conduct all solicitations for goods and services consistently
- Determine the appropriate procurement instrument (e.g., fixed price or deliverable based, time and material) based on programmatic need, a desire to create the best value, and in accordance with donor compliance.
- Ensure candidates and entities that are debarred, bankrupt, that violate intellectual property rights, attempt to influence the decision-making process during the procurement procedure, or show significant deficiencies in complying with main donor compliance will not be eligible for DIAL contracts.
- Solicit bids from small businesses, minority-owned firms, and women's business enterprises to encourage diverse sourcing.

3. DIAL Procurement Guidelines

I. Procurement Thresholds

Dollar Amount of Procurement	Requirements
Up to \$1,000	Completion of the Selection Memo (Appendix A).
\$1,000-\$70,000	3 written prices/rates/quotations or completion of the Sole Source Memo (Appendix B) explaining why 3 quotes were not necessary, practical, or possible. Completion of the Selection Memo is required for all procurements.
\$70,000-\$225,000	3 written prices/rates/quotations. If 3 quotes are not obtained, an RFP will be shared publicly for a minimum of 15 days. Completion of the Selection Memo is required for all procurements.
Above \$225,000	An RFP will be conducted according to the RFP Procedure below. Completion of the Selection Memo is required for all procurements.

II. RFP Procedure

- a. The RFP/procurement notice is to be published in all appropriate media. This means on the Consultant's website, in the international press and the national

press of the country in which the Project/Core Activities are being carried out, or in other specialist periodicals. The contract notice should be published in one or more of the following publications: the UN publication Development Business, the Tenders Electronic Daily (TED) of the Official Journal of the European Communities, or the OECD DAC's Internet Procurement Bulletin Board or equivalent.

- b. The publication of RFPs must also identify all evaluation factors and their relative importance.
- c. The RFP must allow at least 30 days for responses from the date of publication. For large and complex contracts, the time limit should be extended to at least 90 days.
- d. Any response to publicized RFPs must be considered to the maximum extent practical.
- e. Contracts must be awarded to the responsible firm or consultant whose proposal best matches with the RFP Evaluation Criteria (Appendix C).
- f. The RFP must detail the goods and/or services sought and must include the following:
 - i. Description of the technical requirements for the material, product or service to be procured. The description shall not contain features which unduly restrict competition, such as specifying a "brand name" product instead of allowing "an equal" product to be offered.
 - ii. Description, whenever possible or applicable, of technical requirements in terms of functions to be performed, including the range of acceptable characteristics or minimum acceptable standards.
 - iii. Requirements applicants must fulfill and all other factors to be used in evaluating proposals.

Note: If less than 3 bids are received, the Consultant will review the RFP to ensure it is not restrictive. If the RFP is determined to be too restrictive, the Consultant will modify the RFP within seven (7) business days and share an updated RFP and timeline on the websites where the RFP was shared. Any bids received under the restricted RFP will be notified and given additional time to withdraw and then amend their submissions to ensure all candidates are treated equally.

APPENDIX A:

Vendor Selection Memo

Completed by:

Date:

Selected Vendor:

Purpose of Procurement:

1. Indicate which of the following thresholds the procurement falls under

- a. None required (\$0-\$1,000)
- b. At least 3 written quotes (\$1,001-\$224,999)
- c. RFP (\$225,000 or above)

2. If procurement is over \$1,000, complete the table below and archive quotes/proposals, scoring sheets, etc.

	Vendor Name:	Vendor Name:	Vendor Name:	Notes
Overall Score				
Price				
Selected Vendor				

3. Rationale for Selection:

- a. Lowest price
- b. Vendor can meet project schedule/fastest delivery
- c. Best value
- d. Satisfactory past performance
- e. Previously provided existing system with which the required items must be compatible
- f. Vendor has required technical expertise
- g. Non-Competitive (Must attach Sole Sources Justification Memo)
- h. Other, please specify:

Filled Out By (Signature): _____ Date _____

APPENDIX B:

Sole/Single Source Memo

Name of Consultant/Vendor: _____

Contract Amount: _____

I. Sole Source Justification:

For Consultant Agreements awarded non-competitively, select predominant reason for non-competitive selection below

Single source, only one vendor responded to RFQ/RFP
Documentation: a list of vendors who were solicited, or where RFP was posted

Specialized or Prior Experience: Contractor/consultant presents unique expertise or prior experience that will enable Consultant to fulfill contract objectives.
Documentation: memo to DIAL outlining the individual's capabilities in delivering the required work

Limited pool of qualified contractors/consultants: Despite efforts to obtain bids from various contractors/consultants, availability of qualified contractors/consultants is limited.
Documentation: brief description of efforts made to find qualified contractors/consultants

Urgency: Consultant did not have sufficient time to conduct a competitive bid selection due to extreme urgency imposed by DIAL.
Documentation: memo that clearly demonstrates urgency and outlines Consultant's procurement decision was not due to poor planning but other reasons that were outside of Consultant's ability to plan

After choosing the non-competitive reason above, provide a detailed explanation below to support the claim. Attach any supporting documents including costs, volumes, suppliers, value for money, savings and efficiencies.

II. Cost/Price Reasonableness

Explain how prices were determined to be reasonable. This could include similar previous expenses incurred by the contract, quotes received from previous procurements, etc. *Attach any supporting documentation.*

Filled Out By (Signature): _____ Date _____

APPENDIX C:**RFP Evaluation Criteria**

The below criteria represent the minimum for evaluation. Additional criteria may be included for content specificity.

Criteria	Score (1-5)
1. Project Approach	
The proposed approach shows an understanding of the objectives and a clear plan for achieving them	
Demonstrated understanding of their proposed scope of work	
Achievable action plan that will deliver the project on time and on budget	
Effective staffing and/or team structure	
Thoughtful risk identification and mitigation strategies	
Clear description of team roles and interaction with Consultant	
2. Value	
The proposed pricing includes only costs necessary and allocable to the work described in this RFP	
The proposed pricing is within budget	
Cost reasonableness, including demonstration of researched costs	
The proposed pricing demonstrates a competitive price and good value for money	
3. Capabilities and Experience	
Demonstrated firm experience with similar projects	
Team members with demonstrated skills and experience with similar projects and activities	
High-quality sub-contractors and external advisors, if relevant, especially with knowledge and experience in international development context	
4. Subject Matter Expert	
Solid understanding of the key dynamics and trends in the relevant substantive areas	
Appropriate level of understanding of the key stakeholders and dynamics within the ecosystem	
Experience working with emerging markets and the field of global development, with government entities and/or in Sub-Saharan African countries	

Exhibit D: SAFEGUARDING POLICY

The United Nations Foundation (the “Foundation” or “UNF”) understands the importance of protecting youth in the community and in our programs and therefore wants to do what it can to provide a safe and secure environment. UNF has adopted this policy in order to provide practices that will protect youth from incidents of misconduct or inappropriate behavior and also protect its employees and volunteers from false accusations.

Definitions

Staff or Staff member, for purposes of this policy, means all employees, full and part-time, and program volunteers who have any contact with youth or access to facilities where youth may be involved in UNF-related activities.

Youth, for purposes of this policy, means individuals who are 17 years of age or younger participating in UNF programs.

Screening

All staff must be screened in accordance with the UNF background check policies applicable to employees and volunteers.

Supervision

UNF policies on those who supervise youth, programs, facilities and staff are designed to protect youth and staff at all times. Practices to ensure a safe and caring environment include the following:

Staff Member Practices

If you are a staff member:

- You must have a name badge with affiliation that will be worn at all times while working with youth.
- You must ensure that all interactions with youth are in an “open and observable environment” and, as such, avoid any situation where you would be alone with an individual youth and not able to be observed by others.
- If it is not possible to be in an “open and observable environment”, you must practice “The Rule of Three”. The Rule of Three requires one adult with at least two youth, or two adults with only one youth at all times.
- You must ensure that office/room doors remain open unless there is a window in the door or a side window beside it. Doors may never be locked while a youth is inside the room.
- If you observe signs of physical injury, child abuse or neglect or sexual misconduct (as those terms are defined below) with a youth, you must follow the Reporting Procedures set forth below.
- You must not change clothes in the presence of any youth nor shall you be present when a youth is changing clothing other than outer garments like coats and jackets.
- You must never release youth at the end of a UNF program to anyone other than the authorized parent(s), guardian(s), teacher(s), chaperone(s), or an individual authorized by parents in writing.

- You must never travel alone in a motor vehicle with a youth unless UNF has obtained a written authorization for such travel signed by the youth's parent or legal guardian.

General UNF Practices

- A UNF management employee will regularly supervise youth programs by making regular, periodic unannounced visits to every youth program.
- A minimum of two (2) staff should be assigned to each program, operating site and vehicle.
- All sites of operation in which youth may be present must have access to a telephone on location during operating hours.
- Guests, service and contractors will sign-in to all facilities.
- Sign-in and sign-out will be in place for all youth programs.

Contact with Youth

It is understood that caring, quality staff will develop positive relationships with youth while involved in UNF programs. The following practices will be followed to ensure the both youth and staff are protected outside of UNF programs.

- Staff must not initiate contact with or accept supervisory responsibility for youth outside of UNF programs and activities, including baby-sitting or private instructions. Staff with prior or family relationships with youth may be relieved of this restriction with prior written approval from the Director, Talent Management.
- Staff must not communicate with youth outside of UNF programs (unless directly program related) via written, electronic or other means without express approval from the Director, Talent Management.
- Staff must appear and behave in a manner consistent with the mission and values of UNF at all times while on or off duty, including in electronic, written and verbal communications.

Communications

Parents and/or guardians will be allowed to observe programs at any time as appropriate. Additionally, parents and/or guardians will receive regular written information about the program's content and schedules; feedback regarding their child's participation in program including behavior and general health; and an introduction to the program staff.

Reporting Requirements

For purposes of this policy, child abuse or neglect generally includes physical injury to a child, malnutrition, failure to thrive, or inadequate parental provision of food, clothing, shelter or medical care.

Child sexual abuse generally includes (a) engaging in, or attempting to engage in, any sexual act or sexual contact with a minor; (b) causing or attempting to cause a minor to engage in sexually explicit conduct; (c) exposing a minor to pornography or any sexually explicit conduct; or (d) allowing, engaging, or coercing a minor to engage in prostitution, obscene or pornographic photography, filming, or other forms of illustrating or promoting sexual conduct

Sexual misconduct means any sexual conduct – other than conduct that constitutes child sexual abuse – which arises from the work of UNF and involves a UNF employee or volunteer and a youth. It includes any sexual conduct in the presence of a youth (including but not limited to

sexual speech, gesture, or electronic communication), and the desensitizing of any youth towards unwelcome advances with the intent to seek a sexual opportunity (or “grooming”).

If you reasonably suspect that an incident of child abuse or neglect, child sexual abuse, or sexual misconduct has occurred or is occurring, you must report it immediately to the Director, Talent Management at 202-887-9040 who will then take appropriate action, including, but not limited to, contacting the appropriate authorities as required by applicable law.

UNF will cooperate fully in any investigation by state or local authorities.

Any staff that is alleged to have engaged in the alleged abuse or misconduct will be placed on leave from their positions with UNF pending investigation, and if the misconduct is found to have occurred, will be immediately terminated from their positions with UNF.

Monitoring

This policy will be reviewed and updated as needed by the UNF Director, People and Culture