TENDER NOTICE

FOR THE PROVISION OF

Role-specific e-Module Adaptation Services

FOR THE

USAID REDUCING OPPORTUNITIES FOR UNLAWFUL TRANSPORT OF ENDANGERED SPECIES (ROUTES) PARTNERSHIP


Deadline for submission: Tuesday 5th January 2021
1. Background on the ROUTES Partnership

The USAID Reducing Opportunities for Unlawful Transport of Endangered Species (ROUTES) Partnership brings together transport and logistics companies, government agencies, development groups, law enforcement, conservation organizations, academia and donors to disrupt wildlife trafficking activities, and forms a key element of the concerted international response to addressing wildlife poaching and associated criminal activities worldwide.

The goal of the USAID ROUTES Partnership is to **disrupt wildlife trafficking by reducing the use of legal transportation supply chains**, and will strive to meet five objectives:

1. Improve the data and analytics on wildlife trafficking within passenger and cargo supply chains for evidence-based, focused action;
2. Engage corporate leadership to collaborate to combat wildlife trafficking;
3. Improve the ability of transportation personnel to assist law enforcement to combat wildlife trafficking;
4. Integrate wildlife trafficking into relevant industry standards and protocols; and
5. Increase communications and data-sharing between transport sector and law enforcement.

A Core Team of partners has been established to help guide and implement the ROUTES Partnership through co-design and cooperative working. These members currently include Airports Council International, the Center for Advanced Defense Studies (C4ADS), International Air Transport Association (IATA), TRAFFIC, WWF, USAID, the U.S. Department of Homeland Security, the U.S. Department of State and the U.S. Fish and Wildlife Service. A broader Partnership Body comprised of industry and conservation organizations also participates in and supports ROUTES to provide expertise as needed. This Partnership is coordinated by TRAFFIC International and established under the USAID Cooperative Agreement AID-EGEE-A-15-0000000

Further information on the ROUTES Partnership can be found at [www.routespartnership.org](http://www.routespartnership.org).

2. Information on the Tender

2.1. Contractual conditions

This tender invites the provision of services for **TRAFFIC International Southeast Asia** (Company No : 1355068-X) (hereinafter referred to as “TRAFFIC”)

Contractual agreement with the contractor, including the rights and obligations of the contractor, payment provision, acceptance of deliverables, performance of the contract, confidentiality, and checks and audits will be made with TRAFFIC.

2.2. Taxes

The costs in the financial offer should be inclusive of all taxes that the consultant is liable for in their country of registration. All rates indicated in the financial offer should be fully loaded, including taxes.
2.3. Incidental expenditure

Incidental expenditure incurred by the Contractor and, if applicable, approved by TRAFFIC in advance shall be reimbursed in full.

2.4. Structure and content of the tender

Tenders must be presented as follows:

I. Identification of the contractor (to be submitted by the contractor using the form provided in Template 1, submitted as a PDF).

   The tender must include a cover letter signed by an authorised representative presenting the name of the contractor and the name of the single contact point (leader) in relation to this tender if different.

II. Contractor Background: organisation capacity and experience (to be submitted by the tenderer using Template 2, submitted as a PDF).

III. CVs for the key personnel identified to deliver the Scope of Work (to be annexed with Template 2, submitted as a PDF).

IV. Contractor Statement of Delivery (to be submitted by the contractor using Template 3, submitted as a PDF).

V. Financial Offer and Budget (to be submitted by the contractor using Template 4, in two copies: one in PDF and one in its original MS Excel format).

2.5. Duration of the tender

The Scope of Work should be completed within three (3) months of the signature of the contract. The execution of the tasks may not start before the contract has been signed by both parties.

2.6. Place of work

The place of performance of the tasks shall be the contractor’s premises or any other place indicated in the tender.

2.7. Period during which tenders are binding

Tenderers are bound by their tenders for sixty (60) days after the deadline for submitting tenders or until they have been notified of non-award.

3. Tender Selection

3.1. Evaluation and Selection

The quality of the tender will be evaluated based on the following criteria. The maximum total quality score is 100 points. The contract will be awarded based on a ‘best price-quality ratio’ method, as described below.

<table>
<thead>
<tr>
<th>EVALUATION CRITERIA</th>
<th>SCORE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capacity &amp; Experience (Template 2):</td>
<td>(25-40)</td>
</tr>
<tr>
<td>Relevant capacity and experience</td>
<td>10-15</td>
</tr>
<tr>
<td>Demonstration of effective delivery</td>
<td>10-15</td>
</tr>
</tbody>
</table>
Ability to understand and work with the four languages listed in the Scope of Work | 5-10
Contractor Statement of Delivery (Template 3): | (40-60)
Demonstrate understanding of the Scope of Work | 20-30
Process description for delivery of the Scope of Work as detailed in Annex 1 | 20-30
Eligibility to receive USG funding as per the conditions outlined in Standard Provisions for Non-U.S. Nongovernmental Organizations: ADS Chapter 303 | Yes/No
Max. TOTAL | 100

All tenders that obtain a score of 65 or higher will be deemed to be technically sufficient and considered on an economically advantageous offer. The price of the tender offer will be divided by the total number of points awarded to obtain the price-quality ratio. The award of the contract will be made in accordance with the lowest ratio.

TRAFFIC reserves the right not to select any tender if the amounts tendered exceed the budget envisaged for this contract or if the contractor or key personnel are found not to be eligible to receive USAID funding.

3.2. Notification of Decision

<table>
<thead>
<tr>
<th>PROCESS</th>
<th>TIMEFRAME</th>
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</thead>
<tbody>
<tr>
<td>Deadline for requesting clarification from TRAFFIC</td>
<td>Friday 18th December, 2020</td>
</tr>
<tr>
<td>TRAFFIC to issue Q&amp;As online at <a href="https://www.traffic.org/about-us/careers/">https://www.traffic.org/about-us/careers/</a></td>
<td>Tuesday 22nd December, 2020</td>
</tr>
<tr>
<td>Deadline for receipt of tender by TRAFFIC</td>
<td>Tuesday 5th January, 2021</td>
</tr>
<tr>
<td>Completion of evaluation of tenders</td>
<td>Monday 11th January, 2021</td>
</tr>
<tr>
<td>Notification of award</td>
<td>Monday 18th January, 2021</td>
</tr>
<tr>
<td>Contract signature</td>
<td>Monday 25th January, 2021</td>
</tr>
<tr>
<td>Expected start date</td>
<td>Monday 26th January, 2021</td>
</tr>
</tbody>
</table>

4. Tender Submission

4.1. Checklist for Submission

Omission of documents from the submission pack may lead to exclusion of the tender. TRAFFIC reserves the right to request further information from tenderers.

<table>
<thead>
<tr>
<th>DOCUMENT</th>
<th>INCLUDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Identification of the Contractor (Template 1)</td>
<td></td>
</tr>
<tr>
<td>Contractor Background (Template 2)</td>
<td></td>
</tr>
<tr>
<td>CVs of key personnel</td>
<td></td>
</tr>
<tr>
<td>Contractor Statement of Delivery (Template 3)</td>
<td></td>
</tr>
<tr>
<td>Financial Offer and Budget (Template 4)</td>
<td></td>
</tr>
</tbody>
</table>

4.2. Submission Process

Tenders should be marked “[ROUTES Tender – Role-specific e-Module Adaptation Services](#)” and submitted to TRAFFIC’s Project Administration Officer via e-mail to tsea@traffic.org

To be received on Tuesday 5th January, 2021, by 12.00 noon Malaysian Time (MYT).
For information or queries regarding the tender contact: Claire Beastall, Training and Capacity Building Coordinator, TRAFFIC International Southeast Asia

Email: claire.beastall@traffic.org
Annex 1: Scope of Work

TRAFFIC is seeking a Contractor to adapt six English language counter wildlife trafficking e-Modules into four languages (Simplified Chinese, French, Brazilian Portuguese and Latin American Spanish), for a total of 24 translated e-Modules.

Applicants will have a minimum of 5 years’ experience in e-learning module development, adaptation and localisation with a proven excellent track record. The successful applicant will provide the six ROUTES role-specific e-Modules (for Passenger Check-in staff, Passenger Screeners, Cabin Crew, Cargo Acceptance staff, Cargo and Baggage Screeners and Ground Handlers) in Simplified Chinese, French, Brazilian Portuguese and Latin American Spanish, including all files required to install and edit the modules within existing learning management systems. The use of Articulate software is preferred.

1. Background of role-specific e-modules

To date, there have been limited transport sector initiatives to train aviation staff to respond to wildlife trafficking situations. Building on this experience and information, ROUTES has developed a range of training tools for staff working across the transport sector worldwide. These materials are designed to enable companies to deliver role-specific training on wildlife trafficking for their staff and can be used or adapted free of charge.

One of these materials is a 30-minute e-module. Companies can download the e-module editable source file and integrate the e-module on their own training platform as is or with their own branding and logo. These courses are designed for six main roles deemed by industry professionals to be the most likely to encounter and able to identify possible instances of wildlife trafficking. ROUTES has developed one e-Module for each of the roles in English.

The six roles with English e-Modules are:

1. Check-in Staff
2. Passenger Screener
3. Cabin Crew
4. Cargo Acceptance
5. Cargo Baggage Screener
6. Ground Handler

The e-Modules can be viewed on the ROUTES website: e-Module training courses.
In the effort to increase the ability of training teams to deliver the training material and improve access and use of the resources by non-English speakers, the current suite of e-Modules are to be localised in four languages (Simplified Chinese, French, Brazilian Portuguese and Latin American Spanish). Case studies (to be provided by TRAFFIC) used in the Spanish and Portuguese-adapted e-Modules will be amended to include regional examples for the Latin America and Caribbean region, to ensure that they are appropriate to the relevant audiences.

2. **Resourcing and responsibility**

Both TRAFFIC and the Contractor agree to provide access to appropriate, quality manpower and resourcing as well as access to information necessary to successfully achieve the objectives and deliverables of the project. Both parties are responsible for the appointment and management of its own respective personnel who will operate under the supervision of project management representatives from both organisations, unless otherwise agreed and documented below. All personnel should be appropriately qualified, competent and sufficiently experienced to carry out the agreed Services within this Scope of Work.

<table>
<thead>
<tr>
<th>Responsibilities</th>
<th>Contractor Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor</td>
<td>Contractor to manage the project, including but not restricted to:</td>
</tr>
<tr>
<td></td>
<td>• project plan</td>
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<td></td>
<td>• coordinate meetings and discussions</td>
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<td></td>
<td>• engagement tools for review and comments</td>
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<td></td>
<td>• budget</td>
</tr>
<tr>
<td></td>
<td>• timeliness</td>
</tr>
<tr>
<td></td>
<td>• adapt and develop the translated e-Module</td>
</tr>
<tr>
<td></td>
<td>• delivery of outputs specified in the scope of work</td>
</tr>
<tr>
<td></td>
<td>• quality control and assurance</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Responsibilities</th>
<th>TRAFFIC Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>TRAFFIC</td>
<td>Traffic to provide:</td>
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<tr>
<td></td>
<td>• Source file (developed using Articulate Storyline 360) to all six modules</td>
</tr>
<tr>
<td></td>
<td>• User guidance documents</td>
</tr>
<tr>
<td></td>
<td>• Translation to all script for computer-generated voiceover and on-screen texts (including texts in images)</td>
</tr>
<tr>
<td></td>
<td>• Guidance on required branding</td>
</tr>
<tr>
<td></td>
<td>• Pictures and links for case studies replacement</td>
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<td></td>
<td>• Content review and feedback</td>
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<tr>
<td></td>
<td>• Final sign-off of each completed e-Module</td>
</tr>
</tbody>
</table>

3. **Deliverables and Timeframe**

The requirements for the delivery of the Scope of Work are detailed in Table A.1 and reflected in ‘Template 4 Financial Offer and Budget’. Changes to the estimated timeframes and costs should be accompanied by a justification.
<table>
<thead>
<tr>
<th>Bid Item No. (A)</th>
<th>Service (B)</th>
<th>Duration (timeframe) (C)</th>
<th>Estimated costs of work ($ USD) (D)</th>
<th>TOTAL (E)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0</td>
<td>Adaptation of six English language eModules (for Passenger Check-in staff, Passenger Screeners, Cabin Crew, Cargo Acceptance staff, Cargo and Baggage Screeners and Cargo Handlers) into Simplified Chinese, and provision of raw files.</td>
<td>Maximum three (3) months to deliver all 6 services specified in column B</td>
<td>$x,xxx to deliver all 6 services specified in column B</td>
<td>$x,xxx to deliver all 6 services specified in column B</td>
</tr>
<tr>
<td>2.0</td>
<td>Adaptation of six English language eModules (for Passenger Check-in staff, Passenger Screeners, Cabin Crew, Cargo Acceptance staff, Cargo and Baggage Screeners and Cargo Handlers) into French, and provision of raw files.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.0</td>
<td>Adaptation of six English language e Modules (for Passenger Check-in staff, Passenger Screeners, Cabin Crew, Cargo Acceptance staff, Cargo and Baggage Screeners and Cargo Handlers) into Brazilian Portuguese, and provision of raw files.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>4.0</td>
<td>Adaptation of six English language e Modules (for Passenger Check-in staff, Passenger Screeners, Cabin Crew, Cargo Acceptance staff, Cargo and Baggage Screeners and Cargo Handlers) into Latin American Spanish, and provision of raw files.</td>
<td></td>
<td></td>
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<tr>
<td>5.0</td>
<td>Delivery of updated installation guidance document identifying relevant source files for each module.</td>
<td></td>
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<tr>
<td>6.0</td>
<td>Project Management (planning, support and delivery for duration of the project).</td>
<td></td>
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</tr>
</tbody>
</table>

1 Final costs for all 6 e-Module adaptations to be confirmed by contractor.

The support provided by TRAFFIC to the contractor for each of the Project Activities are provided in more detail below:

4. **Description of Project Activities and Requirements**
<table>
<thead>
<tr>
<th>Activity Number</th>
<th>Requirements</th>
<th>Guidance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>▪ Kick-off meeting</td>
<td>▪ Discussion of deliverables and expectations</td>
</tr>
<tr>
<td>2.</td>
<td>▪ Contractor’s review of current e-Modules in English</td>
<td>▪ Source files and published files will be provided</td>
</tr>
<tr>
<td>3.</td>
<td>▪ Replace script for voiceover</td>
<td>▪ The translated script will be provided in respective languages.</td>
</tr>
<tr>
<td>4.</td>
<td>▪ Generate computer voiceover in respective languages</td>
<td>▪ Ensure accuracy in pronunciation</td>
</tr>
<tr>
<td>5.</td>
<td>▪ Replace on-screen text</td>
<td>▪ Replace text on graphics through editing, or otherwise creation of new:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>○ Graphics</td>
</tr>
<tr>
<td></td>
<td></td>
<td>○ Seven PDF files</td>
</tr>
<tr>
<td></td>
<td></td>
<td>○ One Certification in .jpg file</td>
</tr>
<tr>
<td></td>
<td></td>
<td>○ Other graphics in the e-Module as is deemed necessary</td>
</tr>
<tr>
<td>6.</td>
<td>▪ Replace command text (Play, Next, Back, etc.) into respective languages</td>
<td>▪ Ensure that the buttons are still functional in the adapted language</td>
</tr>
<tr>
<td>7.</td>
<td>▪ Replace several case studies for Spanish and Portuguese version</td>
<td>▪ Replace texts</td>
</tr>
<tr>
<td></td>
<td></td>
<td>▪ Replace or add pictures with consistent layout</td>
</tr>
<tr>
<td></td>
<td></td>
<td>▪ Link replacement</td>
</tr>
<tr>
<td></td>
<td></td>
<td>▪ Removal of several storyboards</td>
</tr>
<tr>
<td>8.</td>
<td>▪ Draft modules for at least two rounds of comment and revision</td>
<td>▪ Incorporate feedback into module for finalization</td>
</tr>
<tr>
<td>9.</td>
<td>▪ Final draft modules for sign-off</td>
<td>▪ To resolve any feedback or comments not previously addressed</td>
</tr>
<tr>
<td>10.</td>
<td>▪ Provide final e-Module files for six modules each in four languages</td>
<td>▪ Provide e-Module in the following format:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>○ SCORM 1.2</td>
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<tr>
<td></td>
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<td>○ SCORM2004</td>
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<tr>
<td></td>
<td></td>
<td>○ TinCan</td>
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<tr>
<td></td>
<td></td>
<td>○ Web</td>
</tr>
<tr>
<td></td>
<td></td>
<td>○ CD/DVD</td>
</tr>
<tr>
<td></td>
<td></td>
<td>▪ The e-Module formats should allow hosting on LMS, or otherwise stated in the User Guidance Document.</td>
</tr>
<tr>
<td>11.</td>
<td>▪ Provide editable source files in Articulate Storyline 360 for six modules each in four languages</td>
<td>▪ The source files should allow TRAFFIC to perform basic and instant update of the contents and materials.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>▪ The source files should allow companies that are incorporating the e-Modules into their LMS to add their own branding and logo.</td>
</tr>
<tr>
<td>12.</td>
<td>▪ Update existing User Guidance Document</td>
<td>▪ The User Guidance Document provided by TRAFFIC should be updated to reflect any changes</td>
</tr>
<tr>
<td>13.</td>
<td>▪ Warranty starting from the final sign-off of all the e-Modules.</td>
<td>▪ Contractor to propose warranty period, during which the Contractor would correct all defects detected after project sign-off.</td>
</tr>
</tbody>
</table>
Annex 2: Draft Contract Template

DATED ___ Day of __________ 2020

[INSERT NAME OF CONTRACTOR]
[INSERT ADDRESS]

Dear Sirs,

SERVICE AGREEMENT

PROJECT TITLE:
Reducing Opportunities for Unlawful Transport of Endangered Species (ROUTES)

PROJECT CODE: INT361.00

PRIMARY DONOR: USAID


THIS AGREEMENT NUMBER: [INSERT AGREEMENT NUMBER]

TRAFFIC International Southeast Asia (hereinafter referred to as “TRAFFIC”) is desirous of engaging [INSERT NAME OF CONTRACTOR] to develop [INSERT DESCRIPTION] pursuant to the provision of work described more fully in Terms of Reference and the Contractor has represented to TRAFFIC that the Contractor can offer such services on the terms and conditions herein.

TRAFFIC hereby offers [INSERT NAME OF CONTRACTOR] a contract to work with TRAFFIC to implement the statement of work as per the Terms of Reference in Annex I.

During this Agreement you will be reporting to: [INSERT NAME OF PROJECT MANAGER]

For the purposes of this Agreement [INSERT NAME OF CONTRACTOR] are referred to hereinafter as the “Contractor” and other service providers that may be sub-contracted are referred to as “sub-contractors”.

The following Terms and Conditions will apply to this Agreement:

1. Parties involved and Persons designated to act on behalf of Parties

   Contractor’s Legal Name:
   Contractor DUNS Nr (mandatory for USG contracts):
   Entity type:
   Contact Person Name/Title:
   Email:
   Contact Address:

   TRAFFIC
Project Manager:
Title:
Email:
TRAFFIC Project Code: INT361.00

All correspondence between parties should include the designated TRAFFIC Project Code.

2. Project Activity and Budget

Detailed Terms of Reference and Budget for this Agreement are outlined in Annex I and Annex II, respectively.

TRAFFIC shall pay the Contractor fees of [INSERT AMOUNT] as provided in Annex II of this Agreement. The said fees shall be the sole compensation payable by TRAFFIC to the Contractor for work and deliverables hereunder.

3. Term

This Agreement covers the period [INSERT DATE] to [INSERT DATE]. Any changes to the term will be agreed in advance with the Project Manager in writing. If any delays on implementation are foreseen the Contractor should notify the Project Manager immediately.

4. Reports and Deliverables

The Contractor agrees to deliver:
   a. Internal progress updates to the Project Manager when requested.
   b. All deliverables as agreed in Annex I Terms of Reference.
   c. Report on expenditure of finances, if requested by the Project Manager.
   d. Report on Foreign Taxes, as per MSP RAA10 for commodity purchase transactions in a foreign country over the amount of USD500. The report is due 30 days after the end of the Agreement period.

5. Payment Provisions

The fee payable by TRAFFIC is inclusive of any Sales & Service Tax (SST) that may be chargeable by the Contractor (if applicable). Any liability for sales and service taxes payable outside of Malaysia rests with the Contractor.

Sub-contractors fees are the responsibility of the Contractor and are to be paid from within the agreed budget (Annex II).

Schedule of Payment:

   a. Upon receipt of a signed copy of this Agreement and a signed invoice of [INSERT AMOUNT]

   a. Remaining payment of [INSERT AMOUNT] will be made within thirty (30) days of receipt of a signed invoice subject to completion of all activities in Annex I; and acceptance of deliverables
by the Project Manager, delivery of the e-module and source files (collectively referred to hereinafter as “Project Sign-off”).

The invoice should be raised in the currency of the Agreement which should be clearly stated. The invoice should also be dated, have a unique invoice number and detail the TRAFFIC project code, title of activity, contact details, number of units charged, unit rate, total amount payable. The invoice should be addressed to:

TRAFFIC International Southeast Asia  
Suite 12A-01, Level 12A 
Wisma AmFirst (Tower 1)  
Jalan Stadium SS7/15 
47301 Kelana Jaya, Selangor, Malaysia.

6. Transfer of Funds

Payments will be made using (international) bank transfer.

Beneficiary Name :
Name of Account :
Name of Branch:
Branch Address:
Bank Account number:
Sort Code :
IBAN:
SWIFT/BIC:

The Contractor and any sub-contractors should operate on value-for-money principles under this Agreement and should aim to maximise conservation gains. All expenditure should be reasonable, approved and documented, as identified in the budget. The Contractor and any sub-contractors are expected to use funds responsibly and source services/goods that operate under sustainability principles.

Air travel should be minimised and only economy (air/land/sea) fares are allowed under this Agreement. Any air travel under this Agreement should include appropriate CO₂ emission offsetting costs in the travel budget.
Transfer of funds is contingent upon transfer of funds from the donor and/or an administrative check by TRAFFIC on the eligibility of the invoiced costs under TRAFFIC’s and donor’s financial policies.

If applicable, any international air travel under this contract should be in accordance with the Fly America Act according to the Donor’s policies.

Alcohol is not an allowable cost under the Donor’s policies.

7. **Intellectual Property**

Unless otherwise negotiated, TRAFFIC is the inherent copyright owner of information and materials, including photographs, that any individual or legal entity on contract to TRAFFIC may have produced, gathered, reviewed and/or analysed on behalf of TRAFFIC and in TRAFFIC-contracted time, irrespective of whether or not such data and documentation have been published. All details and information must be kept confidential by the Contractor and sub-contractors unless agreement has been reached with TRAFFIC. These obligations are permanent and will not lapse upon cessation of the Agreement with TRAFFIC. The Contractor shall undertake, even after their engagement with TRAFFIC is finished, not to publish such data without the specific approval of the Executive Director, TRAFFIC.

8. **Data protection**

TRAFFIC International and its contractors must at all times be compliant with the European Union’s [General Data Protection Regulation](https://www.traffic.org), the UK’s [Data Protection Act 2018](https://www.traffic.org) and Malaysia’s [Personal Data Protection Act 2010](https://www.traffic.org) in regard to the collection, storage and transmitting of personal data.

Where the Agreement requires the processing of personal data by the Contractor, the Contractor must act only under the supervision of the data controller, in particular with regard to the purposes of processing, the categories of which data may be processed, the recipients of the data and the transfer of data between countries in accordance with the [General Data Protection Regulations 2018](https://www.traffic.org), [UK Data Protection Act 2018](https://www.traffic.org) and Malaysia’s [Personal Data Protection Act 2010](https://www.traffic.org). The Contractor shall ensure that appropriate technical and organisation measures are adopted to safeguard data from unauthorised access, alteration, disclosure, or destruction. The Contractor is obliged to notify TRAFFIC if any personal data has at any time been compromised, during and upon cessation of this Agreement.

In turn, TRAFFIC International respects its Contractors’ right to privacy. TRAFFIC International retains personal information contained in this Agreement to comply with applicable legal, tax or accounting requirements. TRAFFIC’s full privacy notice is available on its website [www.traffic.org](https://www.traffic.org) or can be obtained from the contact details provided. The data controller of your personal information is TRAFFIC International. If you have any questions or concerns about TRAFFIC’s use of your personal information, please contact TRAFFIC using the following details: [privacy@traffic.org](mailto:privacy@traffic.org).

9. **Virus, Malicious, Mischievous or Destructive Programming**
In the course of carrying out its work, if the Contractor or any of its employees or subcontractors introduces a virus or malicious, mischievous or destructive programming into the TRAFFIC’s computer networks and provided further that the TRAFFIC can demonstrate that the virus or malicious, mischievous or destructive programming was introduced by the Contractor or any of its employees or sub-contractors, the Contractor shall be liable for any damage to any data and/or software owned or licensed by TRAFFIC. The Contractor shall be liable for any damages incurred by TRAFFIC including, but not limited to, the expenditure of TRAFFIC funds to eliminate or remove a computer virus or malicious, mischievous or destructive programming that result from the Contractor’s failure to take proactive measures to keep virus or malicious, mischievous or destructive programming from originating from the Contractor, its servants, agents or employees through appropriate firewalls and maintenance of anti-virus software and software security updates (such as operating systems security patches, etc.). In the event of destruction or modification of software, the Contractor shall eliminate the virus, malicious, mischievous or destructive programming, restore TRAFFIC’s software, and be liable to TRAFFIC for any resulting damages.

10. **Communications and use of logos**

The Contractor is not authorised to use the logo of TRAFFIC or any other organisation associated with the production of the works without prior written permission.

11. **Status**

This Agreement does not constitute employment by TRAFFIC. TRAFFIC accepts no claims, losses, damages, or liabilities incurred by the Contractor, sub-contractors or third parties in connection with this Agreement. You are required to acquire work permits or other documents necessary to undertake the work as specified, and to comply with national and international laws, including payment of direct and indirect taxes including National Insurance contributions.

Whilst implementing this Agreement the Contractor and sub-contractors are not representatives, agents or partners of TRAFFIC, and have no authority to bind TRAFFIC. The Contractor is a contractor of TRAFFIC only. The sub-contractors are contractors of the Contractor and not of TRAFFIC. The Contractor is responsible for all issues relating to its sub-contractors.

12. **Liability**

All travel and fieldwork are undertaken at the Contractor’s personal risk. For travel outside of the Contractor’s home country or base of operations the Contractor must confirm that persons involved in providing services under this Agreement are in good health and fit to travel. The Contractor is required to find and fund its own travel arrangements, medical and liability insurance for any person involved in providing services under this Agreement.

13. **Taxes**
The Contractor shall be liable for all taxes arising out of payments made to the Contractor pursuant to this Agreement including withholding tax if any of the services are carried out in Malaysia.

14. **Indemnification**

The Contractor hereby indemnifies TRAFFIC, together with its officers, directors, employees, and agents, against any claims, losses, damages, and other liabilities (including reasonable attorney's fees and other expenses), arising in connection with this Agreement, except to the extent the claim, loss, damage, or other liability is due to the fault of TRAFFIC.

15. **Arbitration**

   a. Both parties agree to abide by their obligations to each other under this agreement in good faith, and to attempt to resolve any disputes that arise between them in a manner that minimises any damage to the cause of conservation.

   b. The Parties shall attempt to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.

   c. In the event that a dispute cannot be settled amicably within 60 calendar days from the first written notice of a dispute, the dispute shall be referred to arbitration.

   d. The arbitration shall be held in accordance with the 2014 London Court of International Arbitration (LCIA) Rules before a single arbitrator appointed in accordance with such rules. The arbitrator shall deliver a written opinion setting forth findings of fact, conclusions of law and the rationale for the decision. Any opinion entered as a final judgement will be final and binding on both TRAFFIC and the Contractor to the extent permitted by law. The language of arbitration will be English, and the seat of arbitration will be Kuala Lumpur, Malaysia. TRAFFIC and the Contractor shall bear their own arbitration costs including the cost of representation and availing evidence.

16. **Controlling Law**

This Agreement and any non-contractual obligations arising in relation to it shall be governed by and construed in accordance with the laws of Malaysia.

17. **Entire Agreement/Modification**

This Agreement, including all referenced Annexes, each of which is incorporated herein and made a part hereof, represents the entire Agreement between the parties on this subject matter. All modifications to this Agreement must be in writing and signed by persons designated to act on behalf of the Contractor and TRAFFIC.
18. **Termination**

For Cause. If TRAFFIC shall determine at any time that the Contractor has failed to comply with any term of this Agreement, TRAFFIC may thereupon terminate the Agreement, in whole or in part, by giving written notice to the Contractor. Such notice shall become effective upon receipt.

For Convenience. For its convenience, either party may terminate this Agreement at any time by giving written notice to the other. Such notice shall become effective thirty (30) days after its receipt.

TRAFFIC shall not be obligated to pay for any expenses incurred by the Contractor after the effective date of any notice of termination. Upon its effective date, the Contractor shall stop work and take all reasonable steps to preserve and protect all work product produced to date and comply with instructions from TRAFFIC as to the disposition thereof. Upon termination, the Contractor shall promptly submit to TRAFFIC a final technical report, a final financial report, and return any unexpended project funds.

19. **List of Annexes**

<table>
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<tr>
<th>ANNEX</th>
<th>Description</th>
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</tr>
</tbody>
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If you find the terms and conditions of this Agreement to be acceptable, please confirm your acceptance by signing in the appropriate space below.

Yours faithfully,

TRAFFIC International Southeast Asia

[AUTHORISED SIGNATORY]
[DESIGNATION]

I, the undersigned, for and on behalf of [INSERT NAME OF CONTRACTOR] acknowledge acceptance of the terms and conditions set out above and in the annexes attached to this Agreement.

Signed:
[NAME OF AUTHORISED SIGNATORY]

[DESIGNATION]

Date:
ANNEX I  TERMS OF REFERENCE

The Contractor agrees to the following statement of work parameters pursuant to the specifications below:

A. SCOPE OF WORK
ANNEX II  BUDGET

A.  FEE SCHEDULE

B.  PAYMENT SCHEDULE

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>Upon receipt of signed Agreement and signed invoice</td>
<td>50%</td>
</tr>
<tr>
<td>Balance of payment within thirty (30) days after the receipt of an invoice subject to acceptance of the Project Deliverables by the Project Manager (“Project Sign-off”)</td>
<td>50%</td>
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ANNEX III STANDARD TERMS

The following obligations shall form an integral part of the Agreement, supplementing any further obligations as stipulated in the Agreement with the donor. In the event of any conflict between this Annex III and the provisions in the Agreement with the donor, the provisions in the Agreement with the donor will prevail.

14. Commitment

By agreeing to perform their activities under this agreement, the Contractor shall undertake to uphold the highest standards of professional behaviour and to ensure that TRAFFIC’s integrity and reputation shall not be jeopardised by their actions. The Contractor warrants that it has the necessary knowledge, qualifications, experience and skill to perform the activities under this agreement, and that the employees, agents or sub-contractors that it utilises under this Agreement will have the necessary knowledge, qualifications, experience and skill to perform their respective activities.

15. Conflicts of Interest

16. The Contractor shall refrain from activities which would be incompatible with or undermine TRAFFIC’s status as an organisation, or which would put them in a position of conflict of interest.

17. The Contractor shall ensure that staff, including management, are not placed in a situation which could give rise to conflict of interests.

18. The Contractor shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of this Agreement. Such conflict of interests may arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest.

19. Any conflict of interests which may arise during performance of this Agreement must be notified in writing TRAFFIC without delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it.

20. TRAFFIC reserves the right to verify that the measures taken are appropriate and may require additional measures to be taken if necessary.

21. Professional Conduct

22. No activities should be undertaken that breach any laws whilst implementing this Agreement.

23. TRAFFIC is committed to providing effective, legal, and safe support to wildlife law enforcement in order to deliver our conservation goals. At the same time, TRAFFIC recognizes the complexities inherent in wildlife law enforcement actions and the need for appropriate conduct on the part of wildlife law enforcement personnel and non-governmental organizations supporting their work. TRAFFIC therefore supports activities designed to respect and protect human dignity and to comply with international standards on human rights. As part of this commitment, TRAFFIC will not purchase, or provide funding for firearms or ammunition.
24. By agreeing to perform their activities under this agreement, the recipient and any subrecipient agree to the above principles. The recipient and any subrecipient, further commit to ensure that any activities funded under the project are subject to a robust risk assessment and risk mitigation plan.

25. **Safeguarding**

   The Contractor, its staff and sub-contractors are expected to comply with TRAFFIC’s safeguarding standards at all times. Repeated, unreciprocated and/or unwelcome comments, looks, actions, suggestions or physical contact, based on gender, ethnic origin, or other personal characteristics that are perceived and substantiated as harassment and/or intimidation shall be treated by the Contractor as serious misconduct and TRAFFIC should be notified immediately. Failure to enforce corrective measures shall lead to immediate termination of the Agreement.

26. **Assignment**

27. The Contractor may not assign its rights, sub-contract, or delegate its obligations under this Agreement without TRAFFIC’s prior written consent which it may withhold in its absolute discretion. The Contractor shall include in any sub-contract related to the project described herein all clauses and provisions necessary to fulfil its obligations under this Agreement, including clauses equivalent to these Standard Provisions.

28. TRAFFIC will not be liable for any breaches of any laws by sub-contractors who accept responsibility for any claims arising from any alleged non-compliance with laws.

29. TRAFFIC is not liable for sub-contractors’:

   a) loss of profits;
   b) loss of business;
   c) loss of revenue;
   d) loss of or damage to goodwill;
   e) loss of savings (whether anticipated or otherwise); and/or
   f) any indirect, special or consequential loss or damage.

30. **Due diligence**

   The Contractor is expected to maintain oversight and monitoring of sub-contractors/external grantees’ activities, including project audits and to manage project associated risks. Before disbursing any project funds to sub-contractors/sub-grantees, the Contractor should undertake appropriate due diligence of their sub-contractors/external grantees, and should make the results, risks and mitigating actions of such due diligence available to TRAFFIC. Due diligence assessments should determine, relative to project risk, the:

   a) Reliability and integrity of financial controls, systems and processes;
   b) Effectiveness and efficiency of their programmatic operations;
   c) Procedures for safeguarding project assets; and
d) Compliance with national legislation, regulation, rules, policies and procedures.

TRAFFIC reserves the right to conduct all due diligence activities on all external sub-contractors or grantees.

7. Use of Funds

8. All project costs should conform to the relevant TRAFFIC policies and any additional requirements from the Donor, as specified in the Special Conditions (where applicable).

9. The Contractor and any sub-contractors/service providers should operate on value-for-money principles i.e. make the optimal use, (economy, efficiency and effectiveness), of resources to achieve the aim to maximise conservation gains. All expenditure should be reasonable, approved and documented, as identified in the budget. The Contractor and any sub-contractors are expected to use funds responsibly and source services/goods that operate under sustainability principles.

10. Air travel should be minimised and only economy (air/land/sea) fares are allowed under this Agreement. Any air travel under this Agreement should include appropriate CO₂ emission offsetting costs in the travel budget.

11. Procurement of goods and services should follow the TRAFFIC policy and/or any donor specific requirements. The procurement threshold should follow TRAFFIC policy (contracts of probable value above 2000 GBP) and/or any donor specific requirement, whichever is lower.

12. If equipment is included in the approved budget of this Agreement, then title to equipment and other property will be in the name of TRAFFIC, unless otherwise negotiated, until disposition instructions are provided by at the end of the Agreement term, pending any donor requirements. The Contractor agrees to provide insurance for and proper maintenance of all equipment and other property funded under this Agreement. If the Contractor desires to use the equipment or other property for any purposes other than for project work funded under this Agreement, the branch must seek prior approval from the TRAFFIC.

13. Financial Records

The Contractor agrees to keep separate and accurate financial records in accordance with local Generally Accepted Accounting Principles (GAAP) so that payments received, and expenditures made pursuant to this Agreement can be readily identified. The Contractor agrees to maintain such records for a period of at least seven (7) years after the expiration or earlier termination of this Agreement. These financial records must include all receipts for expenditures under this Agreement, including timesheets recording the days or hours worked by staff.

14. Audits

TRAFFIC, acting reasonably, may instruct or undertake an audit of the accounts of the Contractor or other sub-recipients/sub-contractors receiving funds under this Agreement at any point during the life of the Agreement and at any point following the expiration of the Agreement within the time limits stipulated in the Agreement.
15. **Communication, Disclosure of Information and Data Protection**

16. The Contractor shall exercise the utmost discretion internally and externally regarding all matters of business. Confidential information that is known to them shall not be disclosed to any third party without the prior authorisation of TRAFFIC which shall also provide instructions for the specific use to be made of such information. The Contractor, its staff, partners or sub-contractors shall at no time, including at the end of this Agreement, use such information for personal or third-party advantage.

17. The Contractor must at all times be compliant with the European Union’s *General Data Protection Regulation* (GDPR) the UK’s *Data Protection Act 2018* Malaysia’s *Personal Data Protection Act 2010* in regard to the collection, storage and transmitting of personal data. Additional information management requirements may be included in the main agreement.

18. Unless otherwise negotiated, TRAFFIC is the inherent copyright owner of the works produced in this Agreement.

19. Contractors are not allowed to make statements or express opinions on behalf of TRAFFIC to the press and media, including through electronic media and bulletin boards.

20. When preparing written material, the guidelines in the *TRAFFIC Communications Manual* must be followed. Donor specific requirements, if applicable, should also be followed, as stipulated in the Special Conditions.

21. Where the Agreement requires the processing of personal data by the Contractor, the Contractor must act only under the supervision of the data controller, in particular with regard to the purposes of processing, the categories of which data may be processed, the Contractors of the data and the transfer of data between countries in accordance with the *General Data Protection Regulation*, UK’s *Data Protection Act 2018* and Malaysia’s *Personal Data Protection Act 2010*. The Contractor shall ensure that appropriate technical and organisation measures are adopted to safeguard data from unauthorised access, alteration, disclosure, or destruction. The Contractor is obliged to notify TRAFFIC if any personal data has at any time been compromised, during and upon cessation of this agreement.

22. **Counter-terrorism**

Contractors are reminded that UK law prohibits transactions with and provision of resources and support to individuals and organizations associated with terrorism. It is their responsibility to ensure compliance with relevant national laws and directives, including UK counter-terrorism legislation and *Malaysia’s Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001*.

23. **Anti-Bribery and Anti-Fraud**

The Contractor warrants to and undertakes with the TRAFFIC as follows:

24. The Contractor shall comply with TRAFFIC’s *Anti-Fraud & Anti-Corruption/Anti-Bribery Policy* (including references to the *UK Bribery Act 2010*). It shall comply with all applicable local laws including but not limited to the *Malaysian Anti-Corruption Act 2009*, regulations and codes of
conducted in relation to anti-bribery and anti-corruption including any code of conduct issued from
time to time by the TRAFFIC Global Office.

25. The Contractor shall ensure that its employees and other persons associated with them comply
with the same. They shall promptly notify the TRAFFIC International Southeast Asia if any of the
circumstances referred to in this clause change.

26. The Contractor warrants and represents that neither it nor any of its officers, employees, agents,
sub-contractors or any person acting on its behalf has offered, given or agreed to give any person
any inducement or reward (or anything which might be considered an inducement or reward) in
connection with entering into this Agreement or performing its services under it.

27. Waiver

The failure by either party to this Agreement to enforce any of the provisions of this Agreement
shall in no way be considered a waiver of such provisions or in any way affect the validity of this
Agreement.

28. Severability

If any provision of this Agreement shall for any reason be held to be invalid or unenforceable by
any adjudicative body of competent jurisdiction, unless such provision goes to the root of this
Agreement, this Agreement shall continue in full force and effect and shall be interpreted as if
such provision had never been contained herein. In the event the provision goes to the root of
this Agreement, the parties shall attempt in good faith to negotiate an amendment to this
Agreement as necessary to fulfil the purpose of the Agreement.

29. Force Majeure

Neither party shall be responsible for any inability or failure to comply with the terms of this
Agreement due to causes beyond its control and without the negligence or malfeasance of such
party. These causes shall include, but not be restricted to: fire, storm, flood, earthquake,
explosion, acts of the public enemy, war, rebellion, insurrection, mutiny, sabotage, epidemic,
quarantine restrictions, labour disputes, embargoes, acts of government, including the failure of
any government to grant export or import licenses or permits.

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TRAFFIC’S ANTI-BRIBERY POLICY

1. POLICY STATEMENT

   It is the policy of TRAFFIC to conduct its business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate and implementing and enforcing effective systems to counter bribery.

   We will uphold all laws relevant to countering bribery and corruption. In particular, we are bound by the laws of the UK, including the Bribery Act 2010, in respect of our conduct both at home and abroad.

   The purpose of this policy is to:

   a) set out our responsibilities, and the responsibilities of those working for us, in observing and upholding our position on bribery and corruption; and

   b) provide information and guidance to those working for us on how to recognise and deal with bribery and corruption issues.

   Bribery and corruption are punishable in the UK for individuals by up to ten years' imprisonment. If TRAFFIC is found to have taken part in corruption it could face an unlimited fine, be excluded from tendering for public contracts and face damage to its reputation. Other penalties will be applicable in other countries in which we operate. Not only does bribery and corruption pose a risk to us, it is also extremely damaging to the countries in which it takes place. We therefore take our legal responsibilities very seriously.

1.2 In this policy, third party means any individual or organisation you come into contact with during the course of your work for us, and includes actual and potential clients, customers, suppliers, distributors, business contacts, agents, advisers, and government and public bodies, including their advisors, representatives and officials, politicians and political parties.

2. WHO IS COVERED BY THE POLICY?

   This policy applies to all individuals working at all levels and grades, including senior managers, officers, directors, employees (whether permanent, fixed-term or temporary), consultants, contractors, trainees, seconded staff, homeworkers, casual workers and agency staff, volunteers, interns, agents, sponsors, or any other person associated with TRAFFIC, wherever located (collectively referred to as workers in this policy).

3. WHAT IS BRIBERY?

   Bribery is:

   a) the offering, promising, giving, requesting or accepting

   b) of a payment, inducement, reward or anything of value
c) for an act or omission which is illegal, unethical or a violation of our internal policies,
d) which is given with the intention of obtaining or retaining business, or an advantage in the
course of business, or with the intention that the recipient act improperly in some way.

3.1 Corruption is the misuse of public office or power for private gain.

<table>
<thead>
<tr>
<th>Examples:</th>
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<tbody>
<tr>
<td><strong>Offering a bribe</strong></td>
</tr>
<tr>
<td>You offer a potential donor / supporter tickets to a major sporting event, but only if they agree to support / partner with us. This would be an offence as you are making the offer to gain a commercial and contractual advantage. TRAFFIC may also be found to have committed an offence because the offer has been made to obtain funding for us. It may also be an offence for the potential donor to accept your offer.</td>
</tr>
<tr>
<td><strong>Receiving a bribe</strong></td>
</tr>
<tr>
<td>A consultant gives your nephew a job, but makes it clear that in return they expect you to use your influence in our organisation to ensure we continue to do business with them. It is an offence for a consultant to make such an offer. It would be an offence for you to accept the offer as you would be doing so to gain an improper advantage for your nephew.</td>
</tr>
<tr>
<td><strong>Bribing a foreign official</strong></td>
</tr>
<tr>
<td>You arrange for the organisation to pay an unofficial additional payment to a foreign official to speed up an administrative process, such as clearing goods through customs. This type of payment is often described as a facilitation payment (see further below). It is illegal under UK law and prohibited under this policy. In making such an offer, both the person making it and TRAFFIC may be found to have committed an offence.</td>
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</tbody>
</table>

4. GIFTS AND HOSPITALITY

This policy does not prohibit normal and appropriate hospitality (given and received) to or from third parties. We appreciate that the practice of giving business gifts varies between countries and regions and what may be normal and acceptable in one region may not be in another. The test to be applied is whether in all the circumstances the gift or hospitality is reasonable and justifiable. The intention behind the gift should always be considered.

The giving or receipt of gifts is not prohibited, if all of the following requirements are met:

a) The gift is being given as an expression of goodwill and is not intended to influence a third party to act improperly, to obtain or retain business or a business advantage, to reward
the provision or retention of business or a business advantage, or in explicit or implicit exchange for favours or benefits;

b) it complies with local law;

c) it is given in the organisation’s name, not in your name;

d) it does not include cash or a cash equivalent (such as gift certificates or vouchers);

e) it is appropriate in the circumstances. For example, in the UK it is customary for small gifts to be given at Christmas time;

f) it is given openly, not secretly; and

g) it does not constitute any of the behaviours outlined in section 5.

Any gifts offered by third parties to workers with a value of £50.00 or greater must be reported to the head of duty station for authorisation before they can be accepted. A lower threshold may be set for individual offices by the relevant Regional Director.

All gifts with a value of £50.00 or greater which are proposed to be given by workers on behalf of TRAFFIC to a third party must be authorised in advance by the head of duty station.

You must provide full and honest disclosure about all gifts given and received with a value of £50.00 or greater in your annual compliance declaration.

The annual compliance declaration is emailed to the Senior Director - Operations at TRAFFIC International at the end of the financial year so that a record can be kept, which will be subject to review.

5. WHAT IS NOT ACCEPTABLE?

5.1 It is not acceptable for you (or someone on your behalf) to:

a) give, promise to give, or offer, a payment, gift, hospitality or other advantage with the expectation or hope that the recipient will do something improper or that a business advantage will be received, or to reward a business advantage already given;

b) give, promise to give, or offer, a payment, gift, hospitality or other advantage to a government official, agent or representative to facilitate or expedite a routine procedure;

c) accept a payment, gift, hospitality or other advantage from a third party that you know or suspect is offered with the expectation that it will obtain a business advantage for them or with the intention that you do something improper in return;

d) accept a payment, gift, hospitality or other advantage from a third party if you know or suspect that it is offered or provided with an expectation that TRAFFIC will do anything improper or that a business advantage will be provided by us in return;
e) threaten or retaliate against another worker who has refused to commit a bribery offence or who has raised concerns under this policy; or

f) engage in any activity that might lead to a breach of this policy.

6. FACILITATION PAYMENTS AND KICKBACKS

6.1 Facilitation payments are typically small, unofficial payments made to secure or expedite a routine government action by a government official. There is no requirement that the recipient has performed or will perform their duties improperly as a consequence of the payment. Whilst facilitation payments are legal in some jurisdictions (in very limited circumstances), they are illegal in the UK, and paying one could lead to the individual and TRAFFIC International committing offences under the Bribery Act 2010.

6.2 We do not make facilitation payments of any kind, in any jurisdiction.

6.3 An exception to this prohibition will only be permitted where a person’s physical safety or liberty are threatened. Where this is the case, you must report details of the payment to the Senior Director – Operations as soon as possible following payment.

If you are asked to make a payment on our behalf, you should always be mindful of what the payment is for and whether the amount requested is proportionate to the goods or services provided. You should always ask for a receipt which details the reason for the payment. There is of course a difference between a facilitation payment, and a legitimate "fast track" fee for a particular service. You should always be able to find details of such a service published on a price list, and a receipt should be provided for the additional fee. There is no issue with using such legitimate services where required.

If you have any suspicions, concerns or queries regarding a payment, you should raise these with either your immediate manager, the Senior Director – Operations, the Executive Director or through the hosting organisation’s Whistleblowing Procedures.

Kickbacks are payments made in return for a business favour or advantage. Typically, they arise when suppliers or service providers pay the individuals who award them a contract. We do not make and will not accept kickbacks of any kind, in any jurisdiction.

All workers must avoid any activity that might lead to, or suggest, that a facilitation payment or kickback will be made or accepted by us.

7. DONATIONS

7.1 We do not make contributions to political parties.
7.2 We may make charitable donations that are legal and ethical under local laws and practices. No donation must be offered or made without the prior approval of the Senior Director – Operations. Any such donations must be reported to TRAFFIC International.

8. THIRD PARTIES

Our zero-tolerance approach to bribery and corruption applies to all third parties.

Workers must ensure that:

a) they consider the reputation and integrity of any third party engaged on behalf of TRAFFIC International, and that adequate due diligence is undertaken before any agreement with the third party is made;

b) the engagement process is correctly documented;

c) all agreements are terminable on this policy being breached by the third party;

d) all payments to third parties are appropriate and proportionate to the services provided;

e) this policy is communicated to all third parties at the outset of the business relationship and as appropriate thereafter;

f) the relationship is subject to on-going monitoring; and

g) the business relationship is terminated, where third parties fail to abide by this policy.

9. YOUR RESPONSIBILITIES

You must ensure that you read, understand and comply with this policy. If your hosting organisation also has a policy, any contradictions with TRAFFIC’s policy should be raised with the Senior Director – Operations. In most cases they will be complementary.

The prevention, detection and reporting of bribery and other forms of corruption are the responsibility of all those working for us or under our control. All workers are required to avoid any activity that might lead to, or suggest, a breach of this policy.

You must notify your immediate manager, the Senior Director – Operations, the Executive Director or use the procedures set out in the organisation’s Whistleblower Procedures as soon as possible if you believe or suspect that a conflict with this policy has occurred, or may occur in the future. For example, if a client or potential client offers you something to gain a business advantage with us, or indicates to you that a gift or payment is required to secure their business. Further warning flags that may indicate bribery or corruption are set out in the Schedule at the end of this document.
Any employee who breaches this policy will face disciplinary action, which could result in dismissal for gross misconduct. We reserve our right to terminate our contractual relationship with other workers if they breach this policy.

10. RECORD-KEEPING

We must keep financial records and have appropriate internal controls in place which will evidence the business reason for making payments to third parties.

You must declare any gifts received in the annual compliance declaration emailed to the Senior Director – Operations at TRAFFIC International so that a record can be kept, which will be subject to review.

You must ensure all expenses claims relating to hospitality, gifts or expenses incurred to third parties are submitted in accordance with our expenses policy and specifically record the reason for the expenditure.

All accounts, invoices, memoranda, other documents and records relating to dealings with third parties, such as clients, suppliers and business contacts, should be prepared and maintained with strict accuracy and completeness. No accounts must be kept off-book to facilitate or conceal improper payments.

11. HOW TO RAISE A CONCERN

You are encouraged to raise concerns about any issue or suspicion of malpractice at the earliest possible stage. If you are unsure whether a particular act constitutes bribery or corruption, or if you have any other queries, these should be raised with your immediate manager, the Senior Director – Operations, or the Executive Director. Concerns should be reported by following the procedure set out in the Whistleblowing Procedures.

12. WHAT TO DO IF YOU ARE A VICTIM OF BRIBERY OR CORRUPTION

It is important that you tell your immediate manager, the Senior Director – Operations or the Executive Director as soon as possible if you are offered a bribe by a third party, are asked to make one, suspect that this may happen in the future, or believe that you are a victim of another form of unlawful activity. Alternatively you may use the procedures set out in the organisation’s Whistleblowing Policy.

13. PROTECTION

Workers who refuse to accept or offer a bribe, or those who raise concerns or report another's wrongdoing, are sometimes worried about possible repercussions. We aim to encourage openness
and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken.

We are committed to ensuring no one suffers any detrimental treatment as a result of refusing to take part in bribery or corruption, or because of reporting in good faith their suspicion that an actual or potential bribery or other corruption offence has taken place, or may take place in the future. Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern. If you believe that you have suffered any such treatment, you should inform your immediate manager, the HR Manager, the Senior Director – Operations, or the Executive Director immediately. If the matter is not remedied, and you are an employee, you should raise it formally using our Grievance Procedure.

14. TRAINING AND COMMUNICATION

Training on this policy forms part of the induction process for all new workers. After this training all workers will be asked to sign a statement to confirm that they have understood their obligations under the policy. All existing workers will receive relevant training on how to implement and adhere to this policy.

This policy will be made available on the organisation’s intranet for all workers to review at any time.

15. WHO IS RESPONSIBLE FOR THE POLICY?

TRAFFIC International has overall responsibility for ensuring this policy complies with our legal and ethical obligations, and that all those under our control comply with it.

The organisation’s Senior Director – Operations has primary and day-to-day responsibility for implementing this policy, and for monitoring its use and effectiveness and dealing with any queries on its interpretation.

Heads of offices are responsible for overseeing the implementation of this policy throughout their office. They should also ensure that their workers are made aware of and understand this policy, and that they are given adequate and relevant training on it.

Management at all levels are responsible for ensuring that those reporting to them are made aware of and understand this policy and that they are given adequate and relevant training on it.
16. MONITORING AND REVIEW

The organisation’s Senior Director – Operations will monitor the effectiveness and review the implementation of this policy, regularly considering its suitability, adequacy and effectiveness. Any improvements identified will be made as soon as possible, with active and considered engagement from the board.

Internal control systems and procedures will be subject to regular audits to provide assurance that they are effective in countering bribery and corruption. All workers are responsible for the success of this policy and should ensure they use it to disclose any suspected danger or wrongdoing. This policy does not form part of any employee's contract of employment and it may be amended at any time.
Schedule  

Potential risk scenarios: warning flags

The following is a list of possible warning flags that may arise during the course of you working for us and which may raise concerns under various anti-bribery and anti-corruption laws. The list is not intended to be exhaustive and is for illustrative purposes only.

If you encounter any of these warning flags while working for us, you must report them promptly using the procedure set out in the organisation’s Whistleblowing Policy:

(a) you become aware that a third party engages in, or has been accused of engaging in, improper business practices;

(b) you learn that a third party has a reputation for paying bribes, or requiring that bribes are paid to them, or has a reputation for having a special relationship with foreign government officials;

(c) a third party insists on receiving a commission or fee payment before committing to sign up to a contract with us, or carrying out a government function or process for us;

(d) a third party requests payment in cash and/or refuses to sign a formal commission or fee agreement, or to provide an invoice or receipt for a payment made;

(e) a third party requests that payment is made to a country or geographic location different from where the third party resides or conducts business;

(f) a third party requests an unexpected additional fee or commission to facilitate a service;

(g) a third party demands lavish entertainment, hospitality or gifts before commencing or continuing contractual negotiations or provision of services;

(h) a third party requests that a payment is made to overlook potential legal violations;

(i) a third party requests that you provide employment or some other advantage to a friend or relative;

(j) you notice that we have been invoiced for a commission or fee payment that appears large given the service stated to have been provided;

(k) a third party requests or requires the use of an agent, intermediary, consultant, distributor or supplier that is not typically used by or known to us; or

(l) you are offered an unusually generous gift or offered lavish hospitality by a third party.

[Remainder of page intentionally left blank]
1. TRAFFIC reserves the right to terminate this Agreement or take other appropriate measures if the Contractor or a key individual of the Contractor is found to have been convicted of a narcotic offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

2. The Contractor must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx) or the United Nations Security designation list (online at: http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml).

3. Restricted Goods and Services: The Contractor shall ensure that funds shall not be used for any of the following:
   3.1 The manufacture or sale of abortion equipment or the provision of abortion services, or the provision of involuntary sterilization or incentives for individuals to undergo sterilization;
   3.2. The purchase, manufacture or sale of weapons, explosives, (including materials for explosives), military or surveillance equipment or services;
   3.3. Police, law enforcement or military activities, provided that this provision does not prohibit investment in or loans to private security firms;
   3.4. Gambling equipment, supplies for gambling supplies or any hotels, casinos or accommodations in which gambling facilities are to be located;
   3.5. Activities that significantly degrade national parks or similar protected areas or introduce exotic plants or animals into such areas; or
   3.6. Activities that relate to trafficking in persons, forced labor, the practice of prostitution or sex trafficking.

4. Debarment, Suspension, Ineligibility, and Voluntary Exclusion. The Contractor certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any U.S. Government department or agency.

5. USG Funding Agency Nonliability. The USG Funding Agency does not assume liability for any third party claims for damages arising out of this Agreement.

6. Travel. The Contractor agrees to use U.S. flag carriers to the extent possible for all air travel and transportation arrangements funded by the U.S. Government under this Agreement. The Contractor must abide by the requirements set forth in the Fly America Act of 1974 which is incorporated by reference.

7. Rights to Invention. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the
recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

8. Equal Employment Opportunity. If the Agreement is to be performed in the U.S. or to be performed with employees recruited in the U.S., the Contractor agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

9. Nondiscrimination. To the extent such laws apply to the Contractor, the Contractor agrees to abide by U.S. laws in regards to nondiscrimination of U.S. citizens or legal residents working under the Agreement.

10. Worker’s Compensation. For Agreements which require performance outside the United States, the Contractor agrees to provide Worker’s Compensation Insurance (42 U.S.C. 1651, et seq.). As a general rule, Department of Labor waivers will be obtained for persons employed outside the United States who are not United States citizens or residents provided adequate protection will be given such persons. It is the responsibility of the Contractor to obtain such waivers. The Contractor shall notify TRAFFIC of all requests for waivers.

11. Accounting Records. The Contractor shall preserve and make available its accounting records and documents for examination and audit by the cognizant U.S. Government agency and the Comptroller General of the United States, TRAFFIC, or their authorized representatives: (1) until the expiration of three years from the date of termination of the Subagreement; (2) for such longer period, if any, as is required to complete an audit to resolve all questions concerning expenditures unless written approval has been obtained from the U.S. Government ("USG") grant officer to dispose of the records (USG follows generally accepted accounting practices in determining that there has been proper accounting and use of subgrant funds); the Contractor agrees to make available any further information requested by the cognizant U.S. Government agency with respect to any questions arising as a result of the audit; and (3) if any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

12. Clean Air and Federal Water Pollution Control Acts. If the Agreement is performed in the U.S., the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 7401) and the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq.) as amended.

13. Certifications. By signing this agreement the Contractor certifies the following:
   a. Debarment Certification.
   b. Byrd Anti-lobbying Certification.

[Enclosures]
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Instructions for Certification
1. By signing this Agreement, the lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available
to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
(1) The lower tier participant certifies, by signing this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
(2) Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.
[60 FR 33042, 33045, June 26, 1995]

Certification Regarding Lobbying
By signing this Agreement, the lower tier participant is providing the certification, to the best of his or knowledge and belief, that:
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than 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 in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard FormLLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance
By signing this Agreement, the lower tier participant states, to the best of his or her knowledge and belief, that:
If any 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 in connection with a commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this certification is a prerequisite for making or entering into such a transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Eligibility

The Contractor certifies that:

(1) The Contractor certifies that neither it nor its principals are presently excluded or disqualified from participation in this transaction by any Federal department or agency.

(2) The Contractor certifies to the best of its knowledge and belief that it and its principals:

   1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   2. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated; and

   4. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

   5. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this contract.

[Remainder of page intentionally left blank]
The USAID Standard Provisions for Non-US, Nongovernmental Organizations are hereby incorporated in their entirety where applicable:

FOR NON US-BASED ORGANIZATIONS:
FOR US-BASED ORGANISATIONS:

This includes, but is not limited to, the following:

M7. TITLE TO AND USE OF PROPERTY (DECEMBER 2014)
M12. DEBARMENT AND SUSPENSION (JUNE 2012)
M14. PREVENTING TERRORIST FINANCING (AUGUST 2013)
M15. TRAFFICKING IN PERSONS (April 2016)
M18. NONDISCRIMINATION (JUNE 2012)
M19. USAID DISABILITY POLICY -ASSISTANCE (JUNE 2012)
M22. PILOT PROGRAM FOR ENHANCEMENT OF GRANTEE EMPLOYEE WHISTLEBLOWER PROTECTIONS (SEPTEMBER 2014)
M24. PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (MAY2017)
M25. CHILD SAFEGUARDING (June2015)
M26. MANDATORY DISCLOSURES (July2015)

Consistent with 2 CFR §200.113, applicants and recipients must disclose, in a timely manner, in writing to the USAID Office of the Inspector General, with a copy to the cognizant Agreement Officer, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Subrecipients must disclose, in a timely manner, in writing to the USAID Office of the Inspector General and to the prime recipient (pass through entity) all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Disclosures must be sent to:
U.S. Agency for International Development
Office of the Inspector General
P.O. Box 657Washington, DC 20044-0657
Phone: 1-800-230-6539 or 202-712-1023
Email: ig.hotline@usaid.gov
URL:https://oig.usaid.gov/content/usaid-contractor-reporting-form.
Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment (See 2 CFR 180, 2 CFR 780 and 31 U.S.C. 3321). The recipient must include this mandatory disclosure requirement in all subawards and contracts under this award.

M27. NONDISCRIMINATION AGAINST BENEFICIARIES (November 2016).
RAA8. TRAVEL AND INTERNATIONAL AIR TRANSPORTATION (DECEMBER 2014)
RAA10. REPORTING HOST GOVERNMENT TAXES (JUNE 2012)

FOR US-BASED ORGANISATIONS:

M3. NONDISCRIMINATION (JUNE 2012)
M9. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (JUNE 2012)
M12. PREVENTING TERRORIST FINANCING—IMPLEMENTATION OF E.O. 13224 (AUGUST 2013)
M17. TRAVEL AND INTERNATIONAL AIR TRANSPORTATION (DECEMBER 2014)
M20. TRAFFICKING IN PERSONS (April 2016)
M24. PILOT PROGRAM FOR ENHANCEMENT OF GRANTEE EMPLOYEE WHISTLEBLOWER PROTECTIONS (SEPTEMBER 2014)
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M29. NONDISCRIMINATION AGAINST BENEFICIARIES (November 2016).
RAA8. TITLE TO AND CARE OF PROPERTY (COORDINATING COUNTRY TITLE) (NOVEMBER 1985)
RAA12. REPORTING HOST GOVERNMENT TAXES (DECEMBER 2014)
Template 1: Identification of the Contractor

<table>
<thead>
<tr>
<th>Services to be provided:</th>
<th>Role-specific e-Module Adaptation Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project:</td>
<td>USAID Reducing Opportunities for Unlawful Transport of Endangered Species (ROUTES) Partnership</td>
</tr>
</tbody>
</table>

COMPANY OR INDIVIDUAL:

<table>
<thead>
<tr>
<th>Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>Website (if applicable):</td>
<td></td>
</tr>
<tr>
<td>Company registration number:</td>
<td></td>
</tr>
<tr>
<td>Malaysia NRIC Number (if applicable):</td>
<td></td>
</tr>
<tr>
<td>Proof of incorporation (please provide a scanned PDF image):</td>
<td></td>
</tr>
<tr>
<td>Country of registration for tax purposes:</td>
<td></td>
</tr>
<tr>
<td>Are taxes included in your tender budget? Y/N</td>
<td></td>
</tr>
<tr>
<td>If Yes, what is the percentage?</td>
<td></td>
</tr>
</tbody>
</table>

PERSON AUTHORISED TO SIGN CONTRACT:

<table>
<thead>
<tr>
<th>Name and Position:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address where contract should be sent (if different from above):</td>
<td></td>
</tr>
</tbody>
</table>

PERSON FOR ROUTINE CONTACT:

<table>
<thead>
<tr>
<th>Name and Position:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(if different from above):</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>Telephone and E-mail:</td>
<td></td>
</tr>
</tbody>
</table>
STATEMENT

I, the undersigned, being an authorised signatory of the above contractor, hereby declare that we have examined and accept without reserve or restriction the entire contents of the tender dossier for the tender procedure referred to above. We have no conflicts of interest that have not been disclosed and are eligible to receive USAID funding. We offer to provide the services requested in the tender dossier on the basis of the following documents, which comprise our Technical offer and our Financial offer:

- Template 1: Identification of the Contractor
- Template 2: Contractor Background
- Key personnel CVs
- Template 3: Contractor Statement of Delivery
- Template 4: Financial Offer and Budget

This tender is subject to acceptance within the validity period stipulated in Clause 2.9.

Authorised Tenderer Representative:  ……………………………………………………………………………………………

Signature:  …………………………………………………………………………………………………………………

Date:  …………………………………………………………………………………………………………………
Template 2: Contractor Background

1. **CONTRACTOR RESOURCES**

Provide the following statistics on staff for the current calendar year and the two previous years.

<table>
<thead>
<tr>
<th>Annual Staffing</th>
<th>Year before prior</th>
<th>Prior year</th>
<th>Current year</th>
<th>Period average</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Overall</td>
<td>Relevant skills</td>
<td>Overall</td>
<td>Relevant skills</td>
</tr>
<tr>
<td>Permanent staff</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other staff</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Does your company rely on sub-contractors to respond to significant components of the proposed services under this tender? YES / NO (delete as applicable)

If YES, please list NAME, ADDRESS, WEBSITE, COUNTRY OF REGISTRATION for proposed sub-contractors

2. **KEY PERSONNEL**

Identify the key person(s) who will be delivering the Scope of Work, the role they will deliver, and past experience (100 words per person).

<table>
<thead>
<tr>
<th>NAME</th>
<th>SUMMARY OF EXPERIENCE AND ROLE</th>
<th>F/T or P/T</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Include additional rows as necessary.

*Please submit CVs for key personnel identified above.*

---

1 Number of staff with experience relevant to the Scope of Work
3. EXPERIENCE

Please provide three examples of relevant experience within the past 3 years (max 3 pages):

<table>
<thead>
<tr>
<th>CONTRACTING COMPANY/ORGANISATION</th>
<th>COMPANY/ORGANISATION CONTACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall contract value (USD): $</td>
<td>No. of staff included:</td>
</tr>
<tr>
<td>Description of role and deliverables</td>
<td>Approaches that made the delivery a success</td>
</tr>
</tbody>
</table>

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</tr>
<tr>
<td>Description of role and deliverables</td>
<td>Approaches that made the delivery a success</td>
</tr>
</tbody>
</table>
Template 3: Contractor Statement of Delivery

Please provide a description of how you/your company would approach the Scope of Work detailing: adaptation of six English language e-Modules into four languages (Simplified Chinese, French, Brazilian Portuguese and Latin American Spanish), for a total of 24 translated e-Modules, and project management delivery in respect of the Scope of Work (max 2,000 words).
Template 4: Financial Offer and Budget

Please complete the supporting Excel template.