RFP Title: Ukraine National Corruption Perception and Experience Poll  
RFP No: P4767-2022-06  
Date of Issuance: August 15, 2022  
Due Date for Questions: August 19, 2022  
Response to Questions: August 23, 2022  
Closing Date: September 4, 2022  
Estimated Award Date: October 1, 2022

Request for Proposals (RFP) for  
Ukraine National Corruption Perception and Experience Poll

This Request for Proposals (RFP) is a part of the USAID/ENGAGE Activity to Enhance Non-Governmental Actors and Grassroots Engagement. The purpose of USAID/ENGAGE is to increase citizen awareness of and engagement in civic activities at the national, subnational, and local level.

I. BACKGROUND

In 2015, 2018, and 2020, a Ukrainian sociological firm conducted a large-scale national survey of public opinion on corruption in Ukraine with support of the USAID/UNITER and USAID/ENGAGE projects implemented by Pact. The survey was based on a methodology used in 2007–2011, specifically measuring public perception about corruption and, importantly, individuals’ experience with it.

Launched on February 24, 2022, the unprovoked and unjustified Russia’s war has had a devastating impact on Ukraine. As of beginning of August 2022, more than one-third of Ukrainians have been forced from their homes, with 6.25 million displaced internally¹ and more than 6.3 million finding refuge outside of the country (more than 3.7 million from them registered for temporary protection in the EU countries)² and now requiring $2.25 billion in humanitarian assistance³. 6.25 million citizens displaced to safe locations need assistance with temporary housing, covering costs of living, healthcare, rehabilitation, and integration into their temporary communities. Ukrainians living in safe locations, including those who have returned home, require recovery assistance in such areas as employment (over 2.7 million returnees are without income since the war began), education and healthcare.

The displacement, humanitarian, economic severe crisis has an imprint on corruption perception and experience of Ukrainians inside and outside the country. Pact will continue providing time series data on corruption perception and experience, which will be representative of all of Ukraine’s

³ https://twitter.com/UNOCHA/status/1518872318084276224?s=20&t=0KzMSMP2vNDjgTSzETgX-Q
government-controlled areas, internally displaced population and Ukrainians seeking temporary protection abroad. The polling will complement national advocacy efforts to gauge Ukrainians’ experience with and perception of corruption in the country and initiate national civic education and media campaigning to push reforms further in the most problematic policy and/or geographic areas.

**Pact seeks to procure the services of an EU-based or a US-based polling agency** that has a branch in Ukraine with a track record of conducting quality studies and public opinion surveys and demonstrated success in reaching out to a large group of respondents. The contract will entail the provision of the following service: one round of Corruption Perception and Experiences in Ukraine for three population samples: 1) Northern, Central, Western oblasts of Ukraine, and the city of Kyiv (excluding temporarily occupied territories or territories with active fighting) with a **national sample** of not less than 10,000 respondents; 2) Northern, Central, Western oblasts of Ukraine, and city of Kyiv (excluding temporarily occupied territories or territories with active fighting) with an **internally displaced persons** sample of not less than 1,000 respondents; 3) Poland, Germany, the US, Canada, the UK, the Czech Republic, and Romania with **Ukrainians received temporary protection status (or equal) sample** of not less than 2,000 respondents.

The main purpose of this contract is to conduct a public opinion survey on Corruption Perception and Experiences in Ukraine that will be based on a large sample of responses including those displaced within the country that is representative for oblast-level analysis as well as among Ukrainians who received temporary protection status (or equal) in the EU and the US.

The main objective of the public opinion poll is to measure corruption perception and experiences amongst citizens of Ukraine. The poll will include approximately 100 questions and shall provide a comprehensive overview of:

- attitudes of the adult population towards the problem of corruption;
- citizen assessments of the effectiveness of anti-corruption measures taken by authorities and other anti-corruption actors;
- citizen perception and experiences with corruption;
- changes in perception and in the experiences of corruption;
- the public’s willingness to engage in anti-corruption activities;
- overall corruption perception and experience indexes by regions of Ukraine.

**II. SCOPE OF WORK**

A. **Place of Performance**

All services required under this solicitation will be performed in Ukraine.

B. **Period of Performance**

All services required under this solicitation will be delivered from October 2022 and will conclude by February 28, 2023.

C. **Scope of Work**

The Contract will entail provision of the following services:

**Task 1:** Conduct one round of **public opinion polling** in Northern, Central, Western oblasts of Ukraine, and the city of Kyiv (excluding temporarily occupied territories or territories with active
fighting) with a national sample of not less than 10,000 respondents. Sample should be representative of and disaggregated by oblast, gender and age, income, employment, and rural vs. urban areas. Data collection methods: Face-to-face interview (CAPI) or Computer Assisted Telephone Interviewing (CATI) or Computer Assisted Web Interviewing (CAWI).

- Test, finalize and obtain Pact’s approval of the survey questionnaire in English and Ukrainian. The questionnaire used in the 2020 polling shall be reviewed to ensure: 1) its relevance to the current environment and especially given security risks and limitations; 2) reflection of current anti-corruption reforms and civic initiatives. The review process should include consultations with key stakeholders.
- Design representative survey methodology, ensuring that the margin of error is +/-2%.
- Organize, conduct and oversee the field interviews.
- Code and key the respondents in SPSS and CSV data files.
- Validation and verification of data.
- Develop tabulated XLS report of cross-Tables for each variable.
- Compile research passport (description of methodology), code book for online publishing.
- Disaggregate data based on regions, gender, age, rural vs. urban areas, income, and employment; prepare a draft presentation in visual (PowerPoint) format on the survey results in English and Ukrainian.
- Cross-tabulate data upon further requests.
- Report on the survey results in English and Ukrainian.

Task 2: Conduct one round of public opinion polling in Northern, Central, Western oblasts of Ukraine, and city of Kyiv (excluding temporarily occupied territories or territories with active fighting) with an internally displaced persons sample of not less than 1,000 respondents. Sample should be representative of and disaggregated by oblast, gender and age, income, employment, and rural vs. urban areas. Data collection methods: Face-to-face interview (CAPI) or Computer Assisted Telephone Interviewing (CATI) or Computer Assisted Web Interviewing (CAWI).

- Test, finalize and obtain Pact’s approval of the survey questionnaire in English and Ukrainian. The questionnaire used in the 2020 polling shall be reviewed to ensure: 1) its relevance to the current environment and especially given security risks and limitations; 2) reflection of current anti-corruption reforms and civic initiatives. The review process should include consultations with key stakeholders.
- Design representative survey methodology, ensuring that the margin of error is +/-2%.
- Organize, conduct and oversee the field interviews.
- Code and key the respondents in SPSS and CSV data files.
- Validation and verification of data.
- Develop tabulated XLS report of cross-Tables for each variable.
- Compile research passport (description of methodology), code book for online publishing.
- Disaggregate data based on regions, gender, age, rural vs. urban areas, income, and employment; prepare a draft presentation in visual (PowerPoint) format on the survey results in English and Ukrainian.
- Cross-tabulate data upon further requests.
- Report on the survey results in English and Ukrainian.

Task 3: Conduct one round of public opinion polling in the following countries: Poland, Germany, the US, Canada, the UK, the Czech Republic, and Romania with Ukrainians received temporary protection status (or equal) sample of not less than 2,000 respondents. The sample should be representative of and disaggregated by oblast, gender and age, income, employment, and rural vs. urban areas. Data collection methods: Face-to-face interview (CAPI) or
Computer Assisted Telephone Interviewing (CATI) or Computer Assisted Web Interviewing (CAWI).

- Test, finalize and obtain Pact’s approval of the survey questionnaire in English and Ukrainian. The questionnaire used in the 2020 polling shall be reviewed to ensure: 1) its relevance to the current environment and especially given security risks and limitations; 2) reflection of current anti-corruption reforms and civic initiatives. The review process should include consultations with key stakeholders.
- Design representative survey methodology, ensuring that the margin of error is +/-2%.
- Organize, conduct and oversee the field interviews.
- Code and key the respondents in SPSS and CSV data files.
- Validation and verification of data.
- Develop tabulated XLS report of cross-tables for each variable.
- Compile research passport (description of methodology), code book for online publishing.
- Disaggregate data based on regions, gender, age, rural vs. urban areas, income, and employment; prepare a draft presentation in visual (PowerPoint) format on the survey results in English and Ukrainian.
- Cross-tabulate data upon further requests.
- Report on the survey results in English and Ukrainian.

D. Deliverables

<table>
<thead>
<tr>
<th>Deliverables including Reporting Requirements</th>
<th>To be Completed by no later than these Due Dates</th>
<th>Delivery Instructions</th>
</tr>
</thead>
</table>
| To conduct representative public opinion polling in Northern, Central, Western oblasts of Ukraine, and city of Kyiv (excluding temporarily occupied territories or territories with active fighting) with a national sample of not less than 10,000 respondents | October – November 2022 (polling) January 2023 (report) | • Polling methodology designed and approved.  
• Questionnaire is tested, finalized, and approved by Pact (in Ukrainian and English).  
• Sample developed.  
• Data in CSV format, codebook, research passport (narrative research description) in English and Ukrainian.  
• Cross-tabulated data tables for each variable.  
• Draft presentation on survey results in English and Ukrainian.  
• Draft report on the survey results in English and Ukrainian. |
| To conduct representative public opinion polling in Northern, Central, Western oblasts of Ukraine, and city of Kyiv (excluding temporarily occupied territories or territories with active fighting) with a IDPs sample of not less than 1,000 respondents | October – November 2022 (polling) January 2023 (report) | • Polling methodology designed and approved.  
• Questionnaire is tested, finalized, and approved by Pact (in Ukrainian and English).  
• Sample developed.  
• Data in CSV format, codebook, research passport (narrative research description) in English and Ukrainian.  
• Cross-tabulated data tables for each variable.  
• Draft presentation on survey results in English and Ukrainian.  
• Draft report on the survey results in English and Ukrainian. |
| To conduct representative public opinion polling in the following countries: | October – November 2022 (polling) | • Polling methodology designed and approved.  
• Questionnaire is tested, finalized, and approved by Pact (in Ukrainian and English). |
Deliverables including Reporting Requirements | To be Completed by no later than these Due Dates | Delivery Instructions
--- | --- | ---
Poland, Germany, the US, Canada, the UK, the Czech Republic, and Romania with Ukrainians received temporary protection status (or equal) sample of not less than 2,000 respondents. | January 2023 (report) | • Sample developed.  
• Data in CSV format, codebook, research passport (narrative research description) in English and Ukrainian.  
• Cross-tabulated data tables for each variable.  
• Draft presentation on survey results in English and Ukrainian.  
• Draft report on the survey results in English and Ukrainian.

III. SUBMISSION INSTRUCTIONS

A. Submission of Questions

All questions or clarifications regarding this RFP must be in writing and submitted to tenders.engage@pactworld.org no later than 23:59 hours on August 19, 2022 (Kyiv time). Questions and requests for clarification, and the responses thereto, will be circulated to all RFP recipients who have indicated an interest in this RFP.

B. Technical Proposal

The technical proposal in response to this solicitation must address how the offeror intends to carry out the statement of work contained in Section II. It should also contain a clear understanding of the work to be undertaken and the responsibilities of all parties involved. Please note that technical proposals will be evaluated based on the evaluation criteria set forth in Section IV. Offerors shall provide all documentation in English. Please note that technical and cost applications should be separate files.

1. **Proposal Cover Sheet.** The first page of the proposal must use the Proposal Cover sheet as per Attachment 1.

2. **Capability Statement:** Provide a short description of offeror’s capabilities that qualify the organization to be chosen to conduct the scope of work. In an annex to the technical proposal, you should provide a copy of registration or incorporation in the public registry, or equivalent document from the government office where the offeror is registered, copy of company tax registration, or equivalent document (if available).

3. **Technical Approach:** The technical approach should state clearly the offeror’s understanding of the requirements in Section II as well as the proposed approach to accomplish the contract objectives and achieve results. Offerors should keep in mind the geography of the place of performance and any travel that may be required to accomplish the work. Clarity, completeness, and directness are imperative. Elaborate formats are not desirable.

4. **Management and Staffing Plan.** Please describe how proposed staff will work collaboratively to achieve the offeror’s proposed technical approach to the scope of work. The offeror should include a management and staffing plan including both key and non-key personnel for activities along with details on the roles and responsibilities of the staff. CVs for key personnel may be included in an annex to the technical proposal.
5. **Detailed Work Plan.** Describe the key activities you will undertake under this contract. At a minimum you must include a description of the activity, expected outputs, and estimated completion date.

6. **Past Performance.** Describe the organization’s previous experience within the technical area for projects of the same or similar scope and size. Offerors must include details demonstrating their experience and technical ability, including those of proposed consortium members, in implementing the technical approach/ methodology and the detailed work plan.

7. **References.** Offeror shall list at least three major contracts its company has held over the past five (5) years for the same or similar work. Provide the following information for each contract:
   a. Customer's name, address, and telephone numbers of customer's lead contact and technical personnel;
   b. Contract number and type;
   c. Date of the contract, place(s) of performance, and delivery dates or period of performance;
   d. Contract size and dollar value;
   e. Brief description of the work, including responsibilities;
   f. Comparability to the work required under this solicitation;
   g. Brief discussion of any technical problems and their resolutions;
   h. Brief discussion of any terminations (partial or complete) and the type (convenience or default) as well as any show cause notices or cure notices (provide explanatory details).

C. **Cost Proposal**

Cost proposals will be evaluated separately from technical proposals. The cost proposal shall include a detailed budget that reflects clearly the costs necessary to implement the proposed contract and must include all taxes that are required to provide the services requested. Costs should be represented in USD. The anticipated award will be an all-inclusive all-inclusive fixed price type contract. No profit, fees, taxes, or additional costs can be added after award. The cost proposal must be valid for at least 90 days.

1. **Proposal Cover Sheet.** The first page of the proposal must use the Proposal Cover sheet as per [Attachment 1](#). This section does not count against the page limit above.

2. **Summary Budget.** The offeror should present a summary budget by line item. Please use [Attachment 3](#).

3. **Detailed Budget.** In the detailed budget, the offeror should include a breakdown of line items that they believe are realistic and reasonable for the work in accordance with the technical requirements outlined in Section II. Offerors must provide a detailed budget showing major line items, as well as individual line items. Offerors must show unit prices, quantities, and total price. The offeror should clearly identify fee rates, the base to which each fee rate is applied, and the cost base. Please use [Attachment 3](#).

Pact may require additional, more detailed budget information prior to issuing a subcontract.

D. **Certifications**

Offerors responding to this RFP must include the following disclosures and certifications as part of the proposal submission in an annex to the cost proposal.

---

4 If the contractor ends up being a Ukrainian entity, payment will be made in Ukrainian Hryvnia – the National Bank of Ukraine conversion rate as of the date of invoicing will be applied.
1. Disclose any close, familial, or financial relationships with Pact or project staff. For example, if an offeror’s cousin is employed by the project, the offeror must state this.
2. Disclose any family or financial relationship with other offerors submitting proposals. For example, if the offeror’s father owns a company that is submitting another proposal, the offeror must state this.
3. Certify that the prices in the offer have been arrived at independently, without any consultation, communication, or agreement with any other offeror or competitor for the purpose of restricting competition.
4. Certify that all information in the proposal and all supporting documentation are authentic and accurate.

E. Submission of Proposals

Proposals must be submitted in electronic format only (PDF, MS Word, MS Excel, MS PowerPoint) to tendersengage@pactworld.org no later than 23:59 hours on September 4, 2022 (Kyiv time). Offerors’ proposals should not contain any unnecessary promotional material or elaborate presentation formats (black and white is preferred). Offerors must not submit zipped files. Those pages requiring original manual signatures should be scanned and sent in PDF format. The technical proposal and cost proposal must be kept separate from each other. Please reference the RFP Number and RFP Name in the e-mail subject line. Offerors are responsible for ensuring that their offers are received in accordance with the instructions stated herein. Late offers may be considered at the discretion of Pact. Pact cannot guarantee that late offers will be considered.

IV. EVALUATION CRITERIA

A. Review Process

Pact will establish a selection committee that includes representatives from various company departments and external professionals if necessary. All technical reviewers will be subjected to a screening process to eliminate any conflict of interest. Evaluation will be based on the criteria set forth in Section B. Evaluation Criteria.

B. Evaluation Criteria

The award will be decided on Best Overall Value as determined by a Selection Committee on the basis of the criteria set forth below, as demonstrated in the Offeror’s proposal. Only proposals conforming to the solicitation requirements will be considered. This RFP will use the tradeoff process to determine best value. That means that each proposal will be evaluated and scored against the evaluation criteria and expectations stated in the table below. Cost proposals are not assigned points, but for overall evaluation purposes of this RFP, technical evaluation factors other than cost, when combined, are considered more important than cost factors. If technical scores are determined to be equal or nearly equal, cost will become the determining factor.

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capacity for managing large-scale public opinion research.</td>
<td>20</td>
</tr>
<tr>
<td>Research experience in anti-corruption and/or citizens’ perception of reforms.</td>
<td>20</td>
</tr>
<tr>
<td>Capacity to conduct public opinion polls in Ukraine, Poland, Germany, the US, Canada, the UK, the Czech Republic, and Romania.</td>
<td>20</td>
</tr>
<tr>
<td>Approach to sampling and polling, expected timeline.</td>
<td>30</td>
</tr>
<tr>
<td>References (quality and relevance)</td>
<td>10</td>
</tr>
<tr>
<td><strong>Total available points</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>
V. TERMS AND CONDITIONS

A. Disclaimers

- Pact reserves the right to modify by written notice the terms of this solicitation at any time in its sole discretion. Pact may cancel the solicitation at any time.
- Pact may reject any or all proposals received.
- Issuance of solicitation does not constitute award commitment by Pact.
- Pact reserves the right to disqualify any application based on applicant’s failure to follow solicitation instructions.
- Pact will not compensate applicants for their response to the solicitation.
- Pact reserves the right to issue an award based on initial evaluation of applications without further discussion.
- Pact may choose to award only part of the scope of work in the solicitation or to issue multiple awards the scope of work.
- Pact reserves the right to waive minor proposal deficiencies that can be corrected prior to award determination to promote competition.
- Pact may contact offerors to confirm contact person, address, and that the proposal was submitted for this solicitation.
- Pact may contact listed past performance references without notice to the offeror. Pact also reserves the right to contact other past performance information sources that the offeror did not list in the proposal.
- By submitting a proposal, the offeror confirms they understand the terms and conditions.
- Information pertaining to and obtained from the Offeror as a result of participation in this solicitation is confidential. The offeror consents to the disclosure of the documents submitted by the offeror to the reviewers involved in the selection process. Please note that all reviewers are bound by non-disclosure agreements.

B. Standard Provisions

See Attachment 2 Pact General Terms and Conditions

C. Attachments

Attachment 1: Proposal Cover Sheet
Attachment 2: Pact General Terms and Conditions
Attachment 3: Cost Proposal Template
**Attachment 1: Proposal Cover Sheet**

**Instructions:** Please fill in the information requested highlighted in yellow below. This page should be the first page in your Technical Proposal Submission and in your Cost Proposal Submission.

<table>
<thead>
<tr>
<th><strong>Project RFP No.:</strong></th>
<th>P4767-2022-06</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>RFP Title:</strong></td>
<td>Ukraine National Corruption Perception and Experience Poll</td>
</tr>
<tr>
<td><strong>Submission Date:</strong></td>
<td>Month/Day/Year</td>
</tr>
<tr>
<td><strong>Internal Proposal Number</strong></td>
<td>(For vendor’s use if applicable)</td>
</tr>
<tr>
<td><strong>Anticipated Performance Start Date</strong></td>
<td>Month/Day/Year</td>
</tr>
<tr>
<td><strong>Name of the Offeror’s Company</strong></td>
<td>Insert here</td>
</tr>
<tr>
<td><strong>Offeror Contact information</strong></td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td>Insert here</td>
</tr>
<tr>
<td>Title</td>
<td>Insert here</td>
</tr>
<tr>
<td>Email</td>
<td>Insert here</td>
</tr>
<tr>
<td>Phone</td>
<td>Insert here</td>
</tr>
<tr>
<td>Address</td>
<td>Insert here</td>
</tr>
<tr>
<td>Type of Entity</td>
<td>Insert here</td>
</tr>
<tr>
<td><strong>Persons authorized to negotiate for Offeror</strong></td>
<td>Insert Name, title, and contact information</td>
</tr>
<tr>
<td><strong>Total Cost Proposed</strong></td>
<td>Insert total cost here</td>
</tr>
<tr>
<td><strong>Total Pages submitted (include all annexes)</strong></td>
<td>Insert total pages here</td>
</tr>
</tbody>
</table>

**Offeror Agreement**

By signing this document, Offeror hereby certifies to the accuracy and completeness of all pricing information, technical data, delivery dates, representations and certifications included in their offer as well the acceptance of all of the terms and conditions set forth in the RFP/Solicitation. The Offeror confirms that all prices and delivery dates shall be valid for a period of ninety (90) days following the anticipated performance start date stated above, unless otherwise clearly specified by Offeror.

**Signature:**

**Name and Title:**

**Date:**
1. **Contract Type**
   (a) This is a fixed price type contract. For the consideration set forth, the Contractor shall provide the services described and the level of effort described in the scope of work.
   (b) The costs allowable shall be limited to reasonable, allocable and allowable costs determined in accordance with Articles 3, 4 and 5 of this contract.

2. **Estimated and Obligated Amount**
   (a) The total estimated cost for the performance of the work required hereunder for the contract and is set out in the budget.
   (b) The total obligated amount available for work under this contract is set out in the award. The Contractor is not authorized to make expenditures or incur obligations exceeding this amount unless advance approval is requested and received via written modification to this contract.
   (c) Pact is not obligated to reimburse the Contractor for costs incurred in excess of the estimated cost specified in the budget of this contract.

3. **Allowable Costs**
   Costs shall be incurred in accordance with and as detailed in the budget in Scope of work. The costs allowable under this contract will be limited to those reasonable and allocable to the project. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business. A cost is allocable is incurred specifically for the furtherance of the work performed under the contract. Costs will be determined allowable in by the Pact Agreement Officer in accordance with the terms of this contract.

4. **Level of Effort**
   (a) The approved level of effort (LOE) for professional technical labor is set out in Scope of work,5 for the base contract. The Contractor should not exceed the LOE for the named positions in Scope of work,5 without the prior authorization of Pact. The level of effort includes person-days associated with key personnel and any subject matter advisors required as well as training design and delivery; monitoring, evaluation and learning; and senior grants management positions. Other professional and non-professional effort including administrative, financial support, procurement efforts are not included in the above.
   (b) The Contractor shall notify the Pact Agreement Officer in writing whenever it has reason to believe that the LOE it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the total annual LOE for the contract. The notice shall state the estimated amount of LOE required to continue performance for the period specified in the contract.

5. **Marking and branding**
   (a) The Contractor must comply with the approved Branding Implementation and Marking Plan, incorporated as Section TBD of this contract or any successor branding policy.
   (b) Specific guidance on branding and marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for publications, activity construction sites and other activity locations. This guidance will be provided through the Pact Technical Monitor indicated in Section 1.1 of this contract.
   (c) Authority to waive marking requirements is vested with the Pact Technical Monitor and must be obtained in writing.

6. **Communications**
   (a) The Contractor will identify appropriate opportunities for publicizing the Project and notify Pact in a timely manner.
   (b) The Contractor must not make any media or other announcements or releases relating to this project or the contract either during or after the implementation of the project without the prior approval of Pact as to the form, content and manner of the announcement or release.
   (c) The Contractor shall adhere to the reasonable written instructions provided by Pact concerning:
     * The use of the project name and logo on Project materials;
     * How reference to the Project, and/or Pact in any reports, presentations and promotional material produced by the Contractor in connection with the Project.
     * Neither party, Pact or the Contractor, will use the other party’s name, logos, trademarks, or other marks without that party’s consent.
     * The Contractor will ensure that any personnel, lower tier contractors, or any person acting on their behalf shall agree changes in Pact’s rights under this Clause.

7. **Place of Performance**
   The place of performance of this contract will be as TBD of this contract.

8. **Period of Performance**
   The period of performance for this contract is as specified in TBD.

9. **Performance Standards**
   Pact will evaluate the contractor’s performance in accordance with the contractor’s adherence to the annual work plan, reporting against its Monitoring and Evaluation (M&E) Plan, and quality of reports described below. The Pact Agreement Officer and the Pact Technical Monitor will jointly conduct the evaluation of the Contractor’s
overall performance, utilizing at a minimum, the following factors:

(a) Quality;
(b) Schedule;
(c) Cost control;
(d) Management;
(e) Utilization of Small Business (as applicable);
(f) Regulatory Compliance;
(g) Other Areas (as applicable) (e.g., late or nonpayment to lower tier contractors, trafficking violations, tax delinquency, failure to report in accordance with contract terms and conditions, defective cost or pricing data, terminations, suspension and debarments).

10. Inspection and Acceptance
(a) Definition. “Services,” as used in this clause, includes services performed (activities, trainings, workshops, etc.), workmanship, and materials furnished (including reports, data sets, published works, etc.) or used in performing services.
(b) The Contractor shall provide and maintain an inspection system acceptable to Pact covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to Pact during contract performance and for as long afterwards as the contract requires.
(c) Pact has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. Pact shall perform inspections and tests in a manner that will not unduly delay the work.
(d) If any of the services performed do not conform to contract requirements, Pact may require the Contractor to perform the services again in conformity with contract requirements, for no additional cost or fee. When the defects in services cannot be corrected by performance, Pact may—

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
(2) Reduce any costs and fee payable under the contract to reflect the reduced value of the services performed.
(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, Pact may —

(1) By contract or otherwise, perform the services and reduce any costs or fee payable by an amount that is equitable under the circumstances; or
(2) Terminate the contract for default.

11. Key Personnel
The Key Personnel whom the Contractor shall furnish for the performance of the contract will be as specified in Scope of work.2. The Key Personnel identified in are considered to be essential to the work being performed by Contractor. The Contractor is responsible for providing the identified Key Personnel for the term required in contract. Unless failure to provide such Key Personnel is beyond the control of Contractor (e.g., non-acceptance or termination of employment by the individual, death or illness of the individual), failure to provide such key personnel will be considered non-performance by Contractor. If the Contractor is unable to comply with these requirements, Contractor will immediately notify in writing the both the Pact Agreement Officer and Pact Technical Monitor reasonably in advance of the individual’s departure or non-acceptance of employment and shall submit a written justification (including proposed substitutions and implications for contract total estimated cost) in sufficient detail to permit evaluation of the impact on the program. No replacement of key personnel shall be made by the Contractor without the written consent of Pact reflected as a written modification to the contract.

12. Technical Direction
(a) Technical Directions will come from the Pact Technical Monitor and include:

• Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
• Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;
• Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Scope of work.
• Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
• Perform or cause to be performed, inspection and acceptance as necessary in connection with the contract and require the Contractor to correct all deficiencies.
• Maintain all liaison and direct communications with the Contractor.
• Issue written interpretations of technical requirements of drawings, designs, and specifications.
• Monitor the Contractor’s production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Pact Agreement Officer incidents of faulty or nonconforming work, delays or problems.
(b) The Pact Technical Monitor will convene meetings with the Contractor concerning performance of items delivered under this contract and any other administration or technical issues.
(c) LIMITATIONS: The Pact Technical Monitor is not empowered to agree to, or sign any contract or modifications thereto, or in any way to obligate the payment of money by Pact. The Pact Technical Monitor may not take any action, which may impact on the contract terms and conditions, funds, or scope. All contractual agreements, commitments, or modifications, which involve cost, obligations, level of effort, place of delivery, quantities, quality, and schedule shall be issued only by the Pact Agreement Officer and shall be signed by the Pact Authorized Representative.

(d) Contractual Problems - Contractual problems, of any nature that may arise during the life of the contract must be handled in conformance with the terms and conditions of the contract, specific public laws and regulations (i.e. 2 CFR 200). The Pact Agreement Officer is authorized to formally resolve such problems after discussions with the Contractor’s Contracting Officer. The Pact Agreement Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Pact Agreement Officer is the sole authority authorized to issue Modification Orders that approve changes in any of the requirements under this contract. These changes are: scope of work, price, level of effort, quantity, technical specifications, delivery schedules, and contract terms and conditions.

13. Pact Authorized Representatives

The Pact Authorized Representatives are the following:

(a) The Pact Technical Monitor is hereby designated as the person who is responsible for providing technical direction, as per Section TBD, to the Contractor. The Pact Technical Monitor is identified in Section 1 TBD of this contract.

(b) All contractual matters relating to this Contract will be administered Pact Agreement Officer named in Section TBD of this contract.

14. Modifications

(a) Any modification or variation of this contract shall be issued as a written modification signed by the authorized representatives of each party. Modifications include, but will not be limited to the following areas: scope of work, cost, obligation, options, reporting schedules, and contract terms and conditions. If the contractor effects any changes not covered by issuance of a modification from Pact, these changes shall be considered to be have been made without authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Pact conduct that the Contractor considers to constitute a modification to this contract. Except for modification identified as such in writing through an official modification and signed by the authorized representatives of each party, the Contractor shall notify the Pact Agreement Officer in writing promptly, within 20 calendar days from the date the Contractor regards as the date a modification to the contract terms and conditions (including actions, inactions, and written or oral communications) was ordered. In the communication to the Pact Agreement Officer, the Contractor will identify the following:

1. The date, nature, and circumstances of the conduct regarded as a modification;
2. The name, function, and activity of each individual, official, or employee involved in or knowledgeable about such conduct;
3. The identification of any documents and the substance of any oral communication involved in such conduct;
4. The identification of any documents and the substance of any oral communication involved in such conduct;
5. The identification of any documents and the substance of any oral communication involved in such conduct;
6. The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including—
   i. What budget line items and level of effort have been or may be affected by the alleged modification;
   ii. To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged modification;
   iii. What adjustments to contract cost, obligation, scope of work, work plan, delivery schedule, and other provisions affected by the alleged modification are estimated; and
   iv. The Contractor’s estimate of the time by which Pact must respond to the notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions.

(d) Pact response. The Pact Agreement Officer shall promptly, within 20 calendar days after receipt of notice, respond to the notice in writing, either confirming the modification and providing a written modification, countermand any communication regarded as a modification, clarify that the conduct of which the Contractor gave notice does not constitute a modification, or request more information in order to make a decision.

(e) Equitable adjustments. If the Pact Agreement Officer confirms that there is a modification as alleged by the Contractor, and if any such modification causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this contract or otherwise affects any other terms and conditions of this contract, whether or not changed by a modification, then the Pact Agreement Officer shall make an equitable adjustment in the contract price, delivery schedule, and other terms and conditions as affected. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor’s failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.
(f) Failure by the contractor to report to the Pact Agreement Officer any action by Pact considered a modification under this section within 20 days waives the Contractor’s right to any claims for equitable adjustment.

15. **Invoicing**

(a) The Contractor shall submit proper invoices for reimbursable costs that the contractor has incurred in the performance authorized under this contract. Cost should be invoiced at least once per month, but no more than every two weeks. Invoices must be submitted on company letterhead and submitted to the people mentioned in Section TBD. The invoice format is provided in Section TBD.

(b) The line item breakdown of each invoice should follow the order of the cost categories authorized in the budget. With each invoice, the contractor shall provide a breakdown of the number of person months during the invoice period and cumulatively. Other direct costs (ODCs) must be identified, e.g., travel, per diem, supplies, etc. The Contractor agrees to furnish support data upon request on costs invoiced under this contract. Pact reserves the right to verify invoiced costs and withhold payment until such time that the contractor submits any additional documentation requested by Pact to support of such costs.

(c) A proper invoice must contain the following information:
   1) Name and complete address of contractor;
   2) Date of invoice;
   3) Billing Period covered by Invoice;
   4) Prime Contract Number and Contract Number;
   5) Pact Project Number;
   6) Description of services/products being billed, including:
      i. Total Hours and Costs by Individual billed; Total Labor Costs; Total Other Direct Costs by Cost Category (travel, per diem, allowances, participant training, supplies, equipment, etc.);
      ii. Current and Cumulative Amounts for each Line Item being billed; and total amount due on the current invoice,
      iii. Name and complete address of contractor official/bank to send payment to (if payment is to be sent to a bank account, provide complete account number, routing number, SWIFT code and bank address);
      iv. Name, telephone, and complete address of contractor official to notify if the invoice is found to be defective; and
      v. A certification signed by an authorized representative of the contractor, as follows:
         “The undersigned hereby certifies to the best of my knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of (the contractor’s name) in accordance with the terms of this contract and are correct; the sum claimed under this contract is proper and due, and all the costs of contract performance have been paid, or to the extent allowed under the applicable payment clause, will be paid currently by (the contractor’s name) when due in the ordinary course of business; the work reflected by these costs have been performed, and the quantities and amounts involved are consistent with the requirements of this contract; all required Pact approvals have been obtained; and appropriate refund to Pact will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of this contract.”

(d) Completion Invoices and Final Invoices. Within 60 days after the period of performance, the contractor shall submit a completion invoice reflecting all final costs incurred under this contract. This invoice should be marked “Final”. Failure by the Contractor to issue the final invoice within 60 days after the period of performance waives the Contractor’s right to payment.

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

16. **Payment**

(a) Payment shall be made in TBD by no later than thirty (30) calendar days after receipt and acceptance by Pact of the invoice with the contractor’s charges.

(b) Pact reserves the right to withhold payment of those costs that are either unauthorized or not properly and sufficiently documented. Pact shall notify the contractor of any improper or insufficiently deliverables. The notice shall specify the support documentation deficiencies related to any claims withheld from payment. Pact shall proceed with making payment for those costs that have been determined to be in order according to the cycle stated above. Payment by Pact of costs that have been withheld shall be made no later than thirty (30) calendar days after receipt and acceptance by Pact of the contractor’s explanation for the costs that have been previously withheld.

17. **Record Retention**

The contractor shall maintain accounting records and all other pertinent evidence of costs incurred and paid under this contract. The contractor shall make such records available at all reasonable times during the performance period of this contract and for three (3) years from the date of final payment hereunder for inspection and/or audit by Pact. Any proposed audit by Pact may be performed by Pact or by an independent auditing firm, hired by and at the expense of Pact, and will be subject to a non-disclosure agreement to ensure protection of the contractor’s proprietary data.
18. Set-off
In the event the contractor fails or refuses to pay or reimburse Pact for any expense, cost, claim, or damage for which the contractor is obligated to make payment under this contract, Pact shall have the right to set-off such expense, costs, claims, or damage against any sums otherwise due the contractor under this contract.

19. Audit
(a) As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Pact Agreement Officer, or an authorized representative of either party, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor’s plants, or parts of them, engaged in performing the contract.
(c) Certified cost or pricing data. If the Contractor has been required to submit certified cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the certified cost or pricing data, shall have the right to examine and audit all of the Contractor’s records, including computations and projections, related to—
   (1) The proposal for the contract, lower tier contract, or modification;
   (2) The discussions conducted on the proposal(s), including those related to negotiating;
   (3) Pricing of the contract, contract, or modification; or
   (4) Performance of the contract, lower tier contract, or modification.
(d) Access.—
   (1) Pact shall have access to and the right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract or a contract hereunder and to interview any current employee regarding such transactions.
   (2) This paragraph may not be construed to require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Pact Agreement Officer or an authorized representative of either party shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating—
   (1) The effectiveness of the Contractor’s policies and procedures to produce data compatible with the objectives of these reports; and
   (2) The data reported.
(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any longer period required by statute or by other clauses of this contract. In addition—
   (1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
   (2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.
(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all contracts under this contract that exceed the simplified acquisition threshold, and—
   (1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
   (2) For which certified cost or pricing data are required; or
   (3) That require the contractor to furnish reports as discussed in paragraph (e) of this clause.
(h) The Contractor must make a copy available to Pact of its annual audit within the earlier of 30 calendar days after receipt of the auditor’s report(s), or nine months after the end of the audit period.

20. Taxes
Aside from taxes covered in TBD, the Contractor is responsible and liable for the payment of local sales, gross receipts, and valorem, property, excise or other taxes that may be applicable to the contract.

21. Procurement
The Contractor’s policies and practices used to procure goods and services under this contract shall conform to the requirements listed below:
- Contracts shall be awarded on a transparent and on a competitive basis to the largest extent possible.
- All solicitations must be clearly advertised to reach the largest amount of prospective bidders possible and prospective bidders shall be given a sufficient amount of time to respond.
- Solicitations shall provide all information necessary for a prospective bidder to prepare a bid including a clear, accurate description of the proposed terms and conditions of the final award.
- The conditions of participating in a contract bid shall be limited to those essential to determining the participant’s capability to fulfill the advertised contract and compliance with domestic procurement laws.
22. **Title to Property**
   (a) Title to all non-expendable property purchased with contract funds under this contract, shall at all times be in the name of Pact. All such property shall be under the custody and control of Contractor until Pact directs otherwise, or completion of work under this contract or its termination, at which time custody and control shall be turned over to Pact or disposed of in accordance with its instructions. All performance guaranties and warranties obtained from suppliers shall be taken in the name of Pact.
   (b) Contractor shall prepare and establish a program, to be approved by Pact, for the receipt, use, maintenance, protection, custody, and care of non-expendable property for which it has custodial responsibility, including the establishment of reasonable controls to enforce such program.

23. **Insurance**
   (a) Contractor shall, at its sole expense, keep in force insurance policies including Employer’s Liability Insurance, General Liability Insurance, and Automobile Liability Insurance in the amounts as specified and as required by statute with carriers satisfactory to Pact. All policies shall be maintained with companies, in forms and with deductibles reasonably acceptable to Pact and will be written as primary policy coverage and not contributing with, or in excess of any coverage which Pact shall carry. The insurance will be obtained under valid and enforceable policies issued by insurers licensed in the countries in which this agreement is being carried out. Certificates of insurance evidencing all of the above coverages and conditions (types and amounts) shall be and remain in full force and effect during the term of this contract. Contractor shall provide Pact with such certificates of insurance upon request. In the event of non-renewal of policies, cancellation or material change in the coverage provided, thirty (30) days prior written notice will be furnished to Pact prior to the date of non-renewal, cancellation or change.
   (b) Contractors must provide MEDEVAC service coverage to all U.S. citizen, U.S. resident alien, and Third Country National employees and their authorized dependents (hereinafter “individual”) while overseas. Pact will reimburse reasonable, allowable, and allocable costs for MEDEVAC service coverage incurred under the contract.

24. **Indemnity**
   (a) The contractor is solely and exclusively liable to third parties for all costs incurred by the contractor and for all claims of damages against the contractor arising out of or based on its performance of this contract.
   (b) Each party will indemnify and hold harmless the other party against all liability or loss, demands, suits, damages and against all claims or actions, fines of judgments (including costs, attorney’s and witnesses’ fees and expenses incident thereto) based upon or arising out of property loss or damage and of personal injury or death which may be sustained by each party or by any of either party’s employees, agents, consultants, or contractors as a result of performing the work required under this contract. Each party agrees to indemnify the other party against, and save from, any claims arising from any such property loss or damage, personal injury or death but only to the extent that such property loss or damage, personal injury or death, is not attributable to the negligent or intentional act or failure to act on the part of Pact.
   (c) The contractor further agrees to indemnify Pact and hold it harmless to the full extent of any price or cost reduction effected which may result from (a) the cost or pricing data submitted by the contractor, which is not accurate, current or complete as of the date submitted or certified by the contractor; (b) the failure of the contractor to disclose or consistently follow applicable cost accounting practices and standards or otherwise comply with pertinent sections cited regulations.
   (d) The contractor is responsible for obtaining and maintaining for the duration of this contract adequate liability, property damage insurance and other insurance in respect to any actions, suits, claims, demands, proceedings, liability referred to in this section.

25. **Force Majeure**
   The Contractor shall be liable for delays and nonperformance unless it is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantines, restrictions, strikes, unusually severe weather, delays of common carriers, and severe economic events. The Contractor shall notify Pact in writing as soon as it is reasonably possible after the commencement of any excusable delay.

26. **Disputes**
   (a) In case of a dispute arising from this contract, the parties shall use their best efforts to arrive at a mutually acceptable resolution. Any dispute that is not settled through best efforts shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Arbitration shall take place in Washington, D.C. The language of arbitration shall be English. Arbitrator(s) shall be appointed as provided in the American Arbitration Association Commercial Arbitration Rules. The arbitrator(s) may not award punitive or special damages. The parties in dispute shall each pay its own expenses in conjunction with the arbitration, but the compensation and expenses of the arbitrator(s) shall be borne in such manner as may be specified in the decision of the arbitrator(s). No news release, public announcement,
denial or confirmation of any part of the subject matter of this Award shall be made without the prior written consent of Pact. The restrictions of this article shall continue in effect upon completion or termination of this contract for such period of time as may be mutually agreed upon in writing by the parties. In the absence of a written established period, no disclosure is authorized.

(b) The Contractor shall proceed diligently with its performance of this contract pending the final resolution of any dispute arising or relating to this contract. Pact shall continue to reimburse the Contractor for its allowable costs in accordance with the allowable costs and payment provisions of this contract except for those costs related to the dispute.

27. Suspension and Termination

(a) Pact reserves the right to suspend project activities at any time the activities of the Contractor become inconsistent with Pact’s scope of work, at the direction of the funder, or due to excusable delays. The suspension may be for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties have agreed, the Pact Agreement Officer shall either—

1. Cancel the stop-work order; or
2. Terminate the work covered by the order as provided in the Default, or Termination, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Pact Agreement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the contract shall be modified, in writing, accordingly; if—

1. The stop-work order results in an increase in the time required for, or in the Contractor’s cost properly allocable to, the performance of any part of this contract; and
2. The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Pact Agreement Officer decides the facts justify the action.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of THE FUNDER, the Pact Agreement Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Pact Agreement Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) Pact may terminate this contract at any time, in whole or in part, upon written notice to the Contractor for any of the following reasons: a) whenever it is determined that the Contractor has materially failed to comply with the terms and conditions of this Award; b) in the event unforeseen circumstances outside of Pact’s control, including funding availability, impact Pact’s ability to perform; or c) by the request of THE FUNDER, or d) by mutual agreement 30 calendar days after receipt of written notification by the other party.

(f) Contractor may terminate this contract upon sending written notification to Pact setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if Pact determines in the case of partial termination that the reduced or modified portion of the contract will not accomplish the purposes for which the contract was made, Pact may terminate the contract in its entirety.

(g) Upon receipt of and in accordance with a termination notice, the Contractor shall take immediate action to minimize all expenditures and obligations financed by this contract and shall cancel such unliquidated obligations whenever possible. Except as provided below, the Contractor shall not incur costs after the effective date of termination.

(h) The Contractor may submit to Pact, within 60 calendar days after the effective date of termination, a written claim covering any outstanding obligations. Pact shall determine the amount(s) to be paid to the Contractor under such claim in accordance with the applicable cost principles.

28. Assignment

The contractor shall not assign this contract, or any interest herein, or any payment due or to become due, or any right to claim hereunder without the prior written consent of the Pact Agreement Officer. Any assignment not conforming to this requirement shall be ineffective and rendered null and void. All claims for monies due or to become due from Pact shall be subject to deduction by Pact for any set-off, recoupment, or counter claim, which arose before or after such assignment by the contractor. In no event shall the contractor, or its assignee, be given access to, provided with, confidential information.

29. Non-solicitation of employees

During the term of this agreement, and for one year thereafter, neither party shall knowingly solicit for hire any technical or professional employee of the other party who has been directly involved with the work performed under this contract. However, this shall not be construed to restrict, limit or encumber an employee’s rights granted by law. Each party shall also respect the established independent contractor relationships between the other party and its consultants.

30. Independent Contractor status

In all matters, the contractor is an independent contractor. This contract does not (a) create the relationship of principal and agent, employer and employee, joint venture, or partnership between the contractor and Pact nor
(b) establish any privity of contract between the funder and the contractor.

31. Confidentiality
The Contractor must not disclose, duplicate, or make unauthorized use of any Confidential Information to any other person other than those individuals who need to have access to the Confidential Information to carry out the project and then only if those individuals are bound by a non-disclosure agreement or similar instrument. Confidential Information means all personal data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of either party, including all intellectual property rights, together with all information derived from any of the above, and any other information clearly being designated as being confidential (whether or not it is marked “confidential”) or which ought reasonably be considered to be confidential.

32. Governing Law
All questions, matters or disputes arising from this contract or any part thereof, including but not limited to questions of interpretation, construction, validity and performance, shall be governed by the laws of the District of Columbia.

33. Order of Precedence
Any inconsistency in this contract shall be resolved by giving precedence in the following order:
- Modifications to this contract
- Sections 1, 2, 3 and 5 of this contract
- Section 4 of this contract, Clauses Incorporated by Reference.
- The contractor’s best and final offer and other documents relating to this contract
- A determination by Pact in consultation with the funder

34. Special Conditions
Fraud Reporting. The contractor is required to report on indications of fraud in host-country institutions or other matters that could reasonably be expected to be of foreign policy interest to the U.S. Government’s development and stabilization efforts. Corruption, real or perceived, may critically impact the funder programming objectives as might other knowledge the contractor acquires in its normal course of business. This clause must not be construed to require the contractor to conduct investigation for such information outside of its normal business practices or to report on matters not directly or indirectly related to the funder programming or the proper use of U.S. Government funds. In the event awardee has special non-disclosure requirements or confidentiality requirements (such as prevalent in the legal and banking industries), or contractor determines such reporting would conflict with applicable laws, contractor must include a proposal to obtain any necessary waivers from the applicable host-country institution allowing such reporting to the maximum extent possible. Reports under this requirement must be submitted as a deliverable under the award.

35. Flow Down Clauses
Pact is obligated to make the Contractor subject to the provisions of the following contract clauses, or changes thereto, unless a section specifically excludes a Contractor from coverage. References to the “Government” or “USAID” or “AO” shall be interpreted to mean to mean “Pact Award Officer”, “Contractor” to mean “Contractor”, and “contractor” or “contract” to mean lower tier contractors. Changes in the clauses below become effective once implemented by the federal awarding agency and automatically supersede the provisions set forth in this section. Appendix II to 2 CFR 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards and Standard Provisions for Non-U.S. Nongovernmental Organizations.