

**Attachment 1
Draft Contract**

BASIC ORDERING AGREEMENT

S-16-xxx

Criminal Background Search and Authorization Services

between International Foundation for Electoral Systems and

[INSERT Subcontractor]

This Basic Ordering Agreement (the "Agreement"), effective [INSERT DATE] ("Effective Date"), between International Foundation for Electoral Systems, a District of Columbia non-profit corporation with headquarters offices at 2011 Crystal Drive, 10th Floor, Arlington, VA 22202 ("IFES"), and [INSERT Subcontractor's name, business type and office address] ("Subcontractor"), is for the ordering of criminal background search and authorization services under IFES charge code [TBD] (the "Program").

Article 1 Scope of Work

Subcontractor agrees to provide criminal background search and authorization services of the type set forth in Attachment A of this Agreement (the "Work") in such quantities and at such times as may be specified in call orders ("Call Orders") to be issued by IFES to Subcontractor from time to time during the Term of this Agreement. Subcontractor shall ensure that the Work provided under this Subcontract is of the highest quality and is delivered by personnel who are appropriately trained and qualified and conform to the highest standards of ethical conduct.

Article 2 Term of Agreement and Delivery

(a) **Term.** The term of this Agreement will commence on the Effective Date and will continue for a period of 36 calendar months unless terminated sooner as provided herein or extended by agreement of the parties (the "Term").

(b) **Performance of Work.** IFES may place Call Orders from time to time throughout the Term as described in Article 5. Subcontractor shall provide the Work specified in such Call Orders on the dates or within the time frames specified in each Call Order.

(c) **Continued Compliance.** By commencing performance on each Call Order, Subcontractor is deemed to represent and warrant that it continues to be in full compliance with the terms and conditions this Agreement and all of the certifications provided by Subcontractor hereunder remain true, correct and complete.

Article 3 Consideration and Pricing

(a) **Pricing.** As consideration for the Work performed by Subcontractor, IFES shall pay the Subcontractor the fixed price amount specified in each Call Order. The fixed price set forth in each Call Order shall be calculated in strict accordance with the rates set forth in Attachment B of this Agreement.

(b) **Best Rates/No Collusion.** Subcontractor represents and warrants that it has provided its best rates and most favored customer prices to IFES and that no other buyer has received a lower price for similar Work. The Subcontractor also represents and warrants that it has not discussed or agreed with any third party to charge higher prices to IFES, that it has not submitted bids for this work to IFES under another name, and that all cost and pricing information provided to IFES for this Agreement and any Call Order is current, accurate and complete.

(c) **Agreement Ceiling.** The total aggregate amount IFES will be obligated to pay Subcontractor for all Work performed under all Call Orders during the Term shall not exceed US\$ [TBD] (the "Agreement Ceiling").

(d) **Prices Inclusive of Taxes.** All fixed-price amounts are inclusive of any and all taxes applicable to the Work (including, without limitation, sales, use, service, gross receipts, value added and similar taxes).

Article 4 Invoicing and Payment

(a) **Inspection/Rejection/Adjustment.** The Work provided by Subcontractor shall be inspected for IFES by IFES Ordering Representatives. Work that is not found reasonably satisfactory to IFES may be rejected by IFES or, at the request of IFES, promptly corrected by the Subcontractor. Payment of the fixed-price specified in any Call Order is conditioned on timely delivery and acceptance by IFES and the fixed price may be equitably adjusted by IFES if the Work is rejected or is not timely delivered as specified in the Call Order.

(b) **Payment Terms.** IFES agrees to make payments for each Call Order placed under this Agreement in the percentage amounts set forth in Attachment B.

(c) **Invoices and Payment.** Subcontractor shall submit invoices to IFES at the address specified in the Call Order. Payments will be remitted to the Subcontractor by wire transfer or as otherwise specified in the Call Order. Invoices shall be in form and substance acceptable to IFES and must specify the Call Order Number, IFES Charge Code, IFES Representative and the authorized fixed price amount. Before any payment under this Agreement can occur, Subcontractor must complete the payment questionnaire set forth at Attachment C; complete, sign and return this Agreement; and complete and deliver all other certifications, reports and other documentation contemplated by this Agreement or required by applicable donor policies under the Program.

(d) **Currency.** The invoiced amounts will be paid in USD; provided, however, that IFES's total payment obligations under this Agreement shall in no event exceed the lesser of (i) the invoiced amounts and (ii) the Agreement Ceiling.

(e) **Setoff/Recoupment.** In the event that the Subcontractor fails or refuses to pay or reimburse IFES for any cost, claim, or damage for which the Subcontractor is obligated under this Agreement, IFES shall have the right to set-off and recoup such cost, claim, or damage against any sums otherwise due the Subcontractor from IFES.

(f) **Refunds.** If, at any time during the life of the Agreement or as a result of an audit of the Program or IFES during or after the completion of the Agreement, it is determined that funds IFES paid under this Agreement were expended for purposes not in accordance with the terms of this Agreement or payment for the Work has otherwise been disallowed by the applicable donor for any reason, Subcontractor shall promptly refund such amounts to IFES. This section will survive any expiration of termination of Agreement for a period of five years after all audits of the Program or IFES are final.

Article 5 Ordering; Points of Contact

(a) **IFES Ordering Representative.** All Call Orders must be authorized by the IFES Ordering Representative(s) designated in Attachment A. The IFES Ordering Representative(s) may obtain telephone, fax and e-mail quotes and place fixed-price Call Orders by telephone, fax and e-mail for Work from the Subcontractor at the rates set forth in Schedule B for each Call Order (subject to the Agreement Ceiling).

(b) Call Orders. Telephone, fax or email Call Orders will be confirmed with written Call Orders from the designated IFES Ordering Representative. All Call Orders shall include the following minimum information:

Basic Ordering Agreement Number
Call Order Number
Firm Fixed-Price
Delivery or Completion date
IFES Ordering Representative

(c) Points of Contact. All other notices or approvals required or permitted under this Agreement, shall be addressed and delivered to and may only be issued by the following points of contact:

1. If to IFES:

Josh Hayes
International Foundation for Electoral Systems
2011 Crystal Drive, 10th Floor
Arlington, VA 22202
Telephone: (202) 350-6700
Fax Number: (202) 350-6701
Email Address: jmhayes@ifes.org

2. If to Subcontractor:

[INSERT NAME AND CONTACT INFORMATION]

Article 6 Relationship of Parties; Taxes

(a) Relationship. The parties shall act as independent contractors in all matters pertaining to this Agreement and nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship, express or implied, between the parties. Further, the employees or agents of one party shall not be deemed to be employees or agents of the other for any purposes, and each party shall be solely responsible for payment of all compensation owed to its various employees or other retained personnel, as well as any applicable taxes.

(b) Taxes. Subcontractor is responsible and liable for the payment of (and shall indemnify and hold IFES harmless from) all taxes that may be assessed against or applicable to this Agreement, the Work, and any payments to be made in respect of Subcontractor's employees.

Article 7 No Assignment; No Right to Subcontract

Subcontractor shall not assign this Agreement, or any interest herein, or any payment due or to become due, or any right or claim hereunder, or subcontract any portion of the Work without the prior written consent of IFES. Any assignment not conforming to this requirement shall be ineffective and void.

Article 8 Disputes and Governing Law

(a) Negotiation. Before initiating any litigation, the parties shall first endeavor to resolve any disputes through direct negotiations to be conducted and concluded within a reasonable period of time after the dispute has become known to both parties.

(b) Litigation. In the event that the parties are unable to reach a negotiated settlement within thirty (30) days, either party may thereafter commence a lawsuit to resolve a dispute under this Agreement.

Notwithstanding the requirement to negotiate above, IFES may petition any court of competent jurisdiction for injunctive or equitable relief immediately with respect to a breach of this Contract without the requirement to first negotiate.

(c) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, United States of America without consideration of its conflicts of law rules.

(d) **Jurisdiction.** Except for injunctive or equitable relief permitted under subparagraph (b) above, the federal and state courts located in the District of Columbia, United States of America shall have exclusive jurisdiction over any dispute or claim arising under this Agreement and the parties conduct arising hereunder or relating hereto. The parties hereby waive any objection they may have to the exclusive jurisdiction or venue of the courts located in the District of Columbia, United States of America.

Article 9 Termination

(a) **Termination For Convenience.** This Agreement may be terminated in whole or in part for any reason by either party providing the other with 30 days written notice, and provided that all obligations under any outstanding Call Orders are satisfied prior to the termination date.

(b) **Termination of Call Order.** Any Call Order may be terminated immediately by IFES at any time for any reason; provided, however, if the termination of a Call Order is not due to a breach by Subcontractor, IFES shall be responsible for the payment for Work properly performed and delivered by Subcontractor through the date of termination.

(c) **Termination Due to Changes in Program.** Should IFES's funding for the Program be terminated or reduced at any time, IFES may terminate this Agreement immediately. IFES shall be responsible for the payment for Work properly performed and delivered by Subcontractor through the date of termination.

(d) **Refunds at Termination.** Subcontractor shall be liable for the return of all payments received prior to the termination that are in excess of the amount due for Work properly performed and delivered through the date of termination.

Article 10 Compliance with Laws/Certifications

(a) **Compliance with Laws.** Subcontractor shall comply with all laws, ordinances, rules and regulations of the United States of America and the laws of any country in which this Agreement will be performed to the extent that such laws are applicable to Subcontractor, this Agreement or the Work.

(b) **Debarment/Suspension.**

1. **No Debarment.** Subcontractor represents for itself and its principals, owners, officers, employees, and directors that none of them is presently suspended or debarred, or otherwise listed in the System for Award Management ("SAM") (<http://www.sam.gov>) as excluded from receiving Federal contracts, subcontracts or Federal financial and non-financial assistance and benefits or as otherwise as ineligible to participate in federally funded programs. Subcontractor shall, concurrent with execution of this Agreement, provide a signed suspension and debarment certification substantially the same in form and substance as that appended hereto within Attachment F.

2. **No Subcontracts with Debarred Parties.** Subcontractor shall not enter into any permitted lower-tier subcontract with an entity or individual that is debarred, suspended, or proposed for debarment. Subcontractor shall verify that no lower tier subcontractor is subject to any exclusion in SAM before entering into any permitted subcontract. Subcontractor shall require any permitted lower-tier Subcontractors to sign the "Certification Regarding Debarment, Suspension, and Other Responsibility

Matters for Primary Covered Transactions” and, if applicable, the “Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion – Lower Tier Covered Transactions.

(c) Terrorist Financing. Subcontractor is reminded that U.S. Executive Orders and U.S. laws prohibit transactions with, and the provision of resources and support to, individuals or organizations associated with terrorism. Subcontractor must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism. In addition, the Subcontractor must verify that no support or resources are provided to 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).

(d) Anti-Kickback Act. Subcontractor shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 276a to a-7) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each consultant or Subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of a public work, to give up any part of the compensation to which that individual is otherwise entitled. Subcontractor shall report all suspected or reported violations to IFES.

(e) Prohibition on Sex Trade Activity. Subcontractor certifies that it is not connected with, benefiting from, or engaged in any way with any form of illegal sex trade activity and that it will promptly report to IFES any knowledge of such illegal activity. Subcontractor certifies that it is not engaged in any activity which could be construed as encouraging, motivating, condoning, or providing incentives for such illegal practices.

(f) Prohibition on Trafficking in Persons. IFES is authorized to terminate this Agreement, without penalty, if the Subcontractor or its employees, engage in any of the following conduct (1) trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this Agreement; (2) procurement of a commercial sex act during the period of this Agreement; or (3) use of forced labor in the performance of this Agreement.

(g) Compliance With Foreign Corrupt Practices Act; No Bribery.

1. Compliance With U.S. Foreign Corrupt Practices Act. Subcontractor hereby agrees to comply with the U.S. Foreign Corrupt Practices Act. Subcontractor agrees that it will not, in connection with the transactions contemplated by this Agreement or in connection with any other business transactions involving IFES, make or promise to make any payment or transfer anything of value, directly or indirectly to (a) any governmental official or employee (including employees of government corporations), (b) any political party, official of a political party or candidate (or to an intermediary for payment to any of the foregoing), (c) any officer, director, employee, or representative of any actual or potential customer of IFES, (d) any officer, director, or employee of IFES or any of its affiliates, or (e) any other person or entity, if (in each such case) such payment or transfer would violate the laws of the country in which made or the laws of the United States.

2. No Commercial or Public Bribery. It is the intent of the parties that no payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or securing improper advantage.

(h) Non-Governmental Affiliation. Subcontractor represents and warrants that it has no ownership, employment, client or fiduciary affiliation with any national government or government authority except as reported to IFES in writing and expressly approved by the IFES Director of Contracts & Grants.

(i) **Child Protection Policy.** Subcontractor has reviewed and agrees to abide by the Child Protection Policy of IFES attached hereto as Attachment G and shall, concurrent with the execution of this Agreement, provide a signed certification with respect to this subsection in substantially the form appended hereto within Attachment G.

(j) **Whistleblower Protections.** Subcontractor will inform its employees working under this Agreement in the predominant native language of such workforce that they are afforded the employee whistleblower rights and protections set forth on Attachment H, and agrees to grant to such employees such whistleblower rights and protections.

(k) **Certifications.** By executing this Agreement, Subcontractor affirms the certifications set forth at Attachments F, G and H. Subcontractor agrees to complete, execute and deliver each of such certifications upon execution of this Agreement and thereafter if and as requested by IFES.

Article 11 Indemnification

Subcontractor shall defend, indemnify and hold IFES, IFES's subsidiaries, affiliates, directors, officers, agents and employees, and each of them, harmless against any injury, death, suit, claim or other damage, liability or loss, including expenses and actual attorneys' fees, arising from or in connection with Subcontractor's performance of this Agreement or Subcontractor's breach hereof.

Article 12 Limitation of Liability

IFES shall not be liable for any injury sustained by any person on account of any action, omission, negligence, or misconduct of the Subcontractor or any of its employees, agents, servants, or Subcontractors, or for any costs, expenses or claims associated with any illness, injury, death, or disability of the Subcontractor's employees, agents, servants, or Subcontractors performing Work in connection with this Agreement. IFES shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising from, or related to this Agreement or any act or omission in connection herewith.

Article 13 Applicable Federal Provisions

(a) **Applicable Federal Provisions.** The U.S. federal provisions recited in this Agreement as well as any provisions recited in any attachment to this Agreement are incorporated herein by reference with the same force and effect as if they are stated herein in full text and Subcontractor agrees to comply with each such provision to the extent it is applicable to Subcontractor or the work to be provided under this Agreement. Access to the full text of any applicable provision or document referenced in this Agreement and any attachment to this Agreement or otherwise applicable to this Agreement will be made available to Subcontractor upon request.

(b) **Attachments Incorporated by Reference.** The following provisions are set forth in attachments to this Agreement and incorporated herein by reference with the same force and effect as if they are stated herein in full text:

Attachment	A	Scope of Work/Ordering Representatives
Attachment	B	Schedule of Rates and Payment Terms
Attachment	C	Payment Questionnaire
Attachment	D	N/A
Attachment	E	N/A
Attachment	F	USAID – Certifications and Assurances
Attachment	G	Child Protection Policy
Attachment	H	Whistleblower Protections

Article 14 Confidentiality and Release of Information; Publicity; Intellectual Property

(a) Confidentiality. The Subcontractor agrees that information disclosed by IFES to the Subcontractor pursuant to this Agreement shall, unless otherwise authorized by IFES, be held in strict confidence and used only in the performance of this Agreement. Upon completion or termination of this Agreement, the Subcontractor shall return all such information to IFES or make other disposition thereof as may be directed or approved by IFES. Subcontractor agrees that any information related to IFES's business, to include any type of financial and technical information and past, current, and future business practices or initiatives, and all communications regarding this Agreement will be held in the strictest confidence in perpetuity unless its disclosure is approved by IFES.

(b) Publicity. Before any publicity or publication is released by the Subcontractor concerning or involving the Subcontractor's efforts in connection with this Agreement, the Subcontractor shall provide IFES a reasonable opportunity to review in advance and approve any such publicity or publication. The Subcontractor shall promptly provide to IFES a copy of any publicity or other publications discussing the Subcontractor's performance in connection with this Agreement.

(c) Intellectual Property. IFES shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, documents and other materials which relate to or are produced or prepared or collected in the performance of this Agreement. Any such intellectual property developed by the Subcontractor shall be considered a "work for hire" and the ownership in and to such intellectual property shall, without further action, vest in and belong to IFES. In the event that the intellectual property produced by the Subcontractor does not qualify as a "work for hire", Subcontractor hereby irrevocably bargains, transfers, sells and assigns all right, title and interest in the intellectual property to IFES, including all rights for existing and future media in and to all material created, produced, revised and/or supplied by Subcontractor. Subcontractor will execute any additional assignments or other documents if necessary, in order to convey title to the intellectual property. If requested, Subcontractor shall assist IFES in the registration of its rights to such intellectual property in the name of IFES. If Subcontractor used any third party's material in the creation of the intellectual property, the Subcontractor shall procure all the right, title or interest to such third party material for the benefit of IFES.

Article 15 Changes

(a) Ordering Representative Changes. The IFES Ordering Representatives may at any time, by written order, make changes within the general scope of this Agreement or Call Order in any one or more of the following:

- (1) Drawings, designs, or specifications when the supplies or services to be furnished are other than standard, "off-the-shelf" commercially available and are special for IFES in accordance with the drawings, designs, or specifications.
- (2) Method of shipment or packing.
- (3) Period, time of performance or place of delivery.

(b) Adjustment to Price and Schedule. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Agreement, whether or not changed by the order, the IFES Ordering Representatives shall make an equitable adjustment in the price, the delivery schedule, or both, and shall modify the Agreement.

(c) Subcontractor Claim for Adjustment. The Subcontractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the IFES Ordering Representatives decide that the facts justify it, IFES may receive and act upon a proposal submitted before final payment of the Agreement.

(d) **Obsolete/Excess Property.** If the Subcontractor's proposal includes the cost of property made obsolete or excess by the change, the IFES Ordering Representatives shall have the right to prescribe the manner of the disposition of the property.

(e) **Disputed Adjustments.** Failure to agree to any adjustment shall be resolved in accordance with Article 8 of this Agreement. However, nothing in this clause shall excuse the Subcontractor from proceeding with the Call Order as changed.

ARTICLE 16 MISCELLANEOUS

(a) **Complete Agreement.** This Agreement supersedes any and all other agreements relating to the subject matter hereof, either oral or in writing, between the parties hereto. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party hereto, or anyone acting on behalf of any party hereto, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

(b) **Amendments.** Any modification of this Agreement shall be effective only if it is in writing, signed, and dated by authorized representatives of all parties hereto.

(c) **Conflicts/Interpretation.** In the event of a conflict, contradiction, or ambiguity between or among any provisions included in any document comprising a part of this Agreement, and such conflict, contradiction or ambiguity has not otherwise been waived by the aggrieved party, the following order of precedence shall govern:

- (1) Agreement text
- (2) Attachment A – Scope of Work/Ordering Representatives
- (3) Attachment B – Schedule of Rates and Payment Terms

(d) **Severability.** If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement, other than those provisions determined to be invalid or unenforceable, shall not be affected. Each valid provision hereof shall be enforced to the fullest extent permitted by law.

(e) **No Waiver.** Failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any specific waiver or relinquishment be deemed a blanket waiver or relinquishment of such right or power. No waiver shall be binding unless in writing and signed by the party granting the waiver.

(f) **Survival.** Notwithstanding the expiration or termination of this Agreement, the obligations set forth in Articles 4(e), 4(f), 6, 8, 9, 10, 11, 12, 13, 14, and 16 shall survive and continue.

In consideration of the forgoing promises, representations, certifications and agreements, the parties hereby agree to the terms and conditions of this Agreement.

For IFES:

For Subcontractor:

William R. Sweeney, Jr.
President and CEO

Name:
Title:

Date: _____

Date: _____

Attachments:

- | | | |
|------------|---|--|
| Attachment | A | Scope of Work/Ordering Representatives |
| Attachment | B | Schedule of Rates and Payment Terms |
| Attachment | C | Payment Questionnaire |
| Attachment | D | N/A |
| Attachment | E | N/A |
| Attachment | F | USAID – Certifications and Assurances |
| Attachment | G | Child Protection Policy |
| Attachment | H | Whistleblower Protections |

Attachment A
Scope of Work/Ordering Representatives

Requirements for the Contractor include:

- 1) Ability to provide criminal background search for employees in all locations: US Nationals and non-US Nationals
- 2) Ability to provide background search for:
 - a) Criminal-Federal
 - b) Criminal-State
 - c) Criminal-International
 - d) US and International sex offender/child safety (protection registers)
 - e) Human Trafficking
 - f) Terrorist Watch Lists
 - i) Office of Foreign Assets Control Specially Designated Nationals and Blocked Persons list (located at <https://sanctionssearch.ofac.treas.gov/>)
 - ii) Excluded Parties List System (located at www.sam.gov)
 - iii) Consolidated United Nations Security Council Sanctions List (located at <https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list>)
- 3) Verification of education within the US and Internationally
- 4) Verification of financial credit check
- 5) Verify previous employment and Consultancies in both the US and International including:
 - a) Name of Organization
 - b) Dates of employment
 - c) Position
 - d) Salary history
 - e) Eligibility for rehire

Service Requirements:

- 1) Ability for IFES to have access to completed background searches (even if IFES is no longer contracted with background search firm)
- 2) Quick and easy data entry of information for IFES users
- 3) Timely turnaround time for completed results within 2 weeks for USN and within one month for internationals
- 4) Ability for contractor to email results to IFES administrators/users
- 5) Ability for IFES administrators/users to access via internet or cloud
- 6) Access to tech support and/or customers service during IFES business hours (Monday – Friday, 8:30 a.m. to 5:00 p.m. ET)
- 7) Ability to provide background information on Criminal, Terrorist Watch Lists, Sex Offender, credit history and education for at least 7 years.
- 8) Detailed invoice billing
- 9) Background reports are clear and easy to understand
- 10) Instant notification if a background search has a hit or unable to verify data
- 11) List of search locations and databases searched for criminal, sex offender/child safety, human trafficking, and terrorist watch list.

IFES ORDERING REPRESENTATIVES:

1. TBD
2. TBD

Attachment B
Schedule of Rates; Payment Terms

Rates

- 1) Break down of rates for the services listed
- 2) Packaged/bundled rates (if available)

Payment Terms

100% upon delivery, acceptance, and submission of invoice; NET 30

**Attachment C
Payment Questionnaire**

Are you a US taxpayer (Y/N)?

If Yes:

Complete and return IRS Form W-9. **This is a requirement.** Contractor name (if an individual) must match name on file with the Social Security Administration (or attach copy of social security card). Contractor name (if an entity) must match name on file with IRS.

If No:

Complete and return IRS Form W-8. **This is a requirement.**

Are you using a bank located within the US (Y/N)?

If Yes: IFES may pay via CHECK or ACH transfers. Verify that your preferred payment method is outlined in the contract above. Attach a Voided Check with updated banking information.

If No: IFES can pay via wire transfer ONLY. Attach a letter from your bank which includes:

Beneficiary Name and Address on Account
Bank Name and Address
Bank Routing Number, SWIFT, ABA or BIC numbers

Name, Address and Routing Numbers for any pass-through banks.

Attachment D
N/A

Attachment E
N/A

Attachment F

USAID – Certifications and Assurances

1. Assurance of Compliance with Laws and Regulations Governing Non-Discrimination in Federally Assisted Programs

Note: This certification applies to Non-U.S. organizations if any part of the program will be undertaken in the United States.

(a) The recipient hereby assures that no person in the United States will, on the bases set forth below, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity receiving financial assistance from USAID, and that with respect to the Cooperative Agreement for which application is being made, it will comply with the requirements of:

(1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. 2000-d), which prohibits discrimination on the basis of race, color or national origin, in programs and activities receiving Federal financial assistance;

(2) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving Federal financial assistance;

(3) The Age Discrimination Act of 1975, as amended (Pub. L. 95-478), which prohibits discrimination based on age in the delivery of services and benefits supported with Federal funds;

(4) Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), which prohibits discrimination on the basis of sex in education programs and activities receiving Federal financial assistance (whether or not the programs or activities are offered or sponsored by an educational institution); and

(5) USAID regulations implementing the above nondiscrimination laws, set forth in Chapter II of Title 22 of the Code of Federal Regulations.

(b) If the recipient is an institution of higher education, the Assurances given herein extend to admission practices and to all other practices relating to the treatment of students or clients of the institution, or relating to the opportunity to participate in the provision of services or other benefits to such individuals, and must be applicable to the entire institution unless the recipient establishes to the satisfaction of the USAID Administrator that the institution's practices in designated parts or programs of the institution will in no way affect its practices in the program of the institution for which financial assistance is sought, or the beneficiaries of, or participants in, such programs.

2. Certification Regarding Lobbying

The undersigned certifies, to the best of his or her 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 Cooperative Agreement, 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 must complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned must 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 must 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 will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. Prohibition on Assistance to Drug Traffickers for Covered Countries and Individuals (ADS 206)

USAID reserves the right to terminate this Agreement, to demand a refund or take other appropriate measures if the Grantee is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140. The undersigned must review USAID ADS 206 to determine if any certifications are required for Key Individuals or Covered Participants.

If there are COVERED PARTICIPANTS: USAID reserves the right to terminate assistance to or take other appropriate measures with respect to, any participant approved by USAID who is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

4. Certification Regarding Terrorist Financing, Implementing Executive Order 13224

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

1. The Recipient, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3.

2. The following steps may enable the Recipient to comply with its obligations under paragraph 1:

a. Before providing any material support or resources to an individual or entity, the Recipient will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC), or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Recipient.

b. Before providing any material support or resources to an individual or entity, the Recipient also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Usama bin Laden, or the Al-Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Recipient should refer to the consolidated list available online at the Committee's Web site: <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>.

c. Before providing any material support or resources to an individual or entity, the Recipient will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.

d. The Recipient also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

3. For purposes of this Certification –

a. “Material support and resources” means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.”

b. “Terrorist act” means –

(i) an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.un.org/English/Terrorism.asp>); or 06/28/2012 New Edition 7

(ii) an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or

(iii) any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.

c. “Entity” means a partnership, association, corporation, or other organization, group or subgroup.

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

e. The Recipient’s obligations under paragraph 1 are not applicable to the procurement of goods and/or services by the Recipient that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Recipient has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

This Certification is an express term and condition of any agreement issued as a result of this application, and any violation of it will be grounds for unilateral termination of the agreement by USAID prior to the end of its term.

5. Certification of Recipient

By signing below the recipient provides certifications and assurances for (1) the Assurance of Compliance with Laws and Regulations Governing Non-Discrimination in Federally Assisted Programs, (2) the Certification Regarding Lobbying, (3) the Prohibition on Assistance to Drug Traffickers for Covered Countries and Individuals (ADS 206) and (4) the Certification Regarding Terrorist Financing Implementing Executive Order 13224 above.

These certifications and assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to the recipient by the Agency, including installment payments after such date on account

of applications for Federal financial assistance which was approved before such date. The recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in these assurances, and that the United States will have the right to seek judicial enforcement of these assurances. These assurances are binding on the recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign these assurances on behalf of the recipient.

Name of Recipient _____

Typed Name and Title _____

Signature _____

Date _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. 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 the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary 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 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. 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 debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the methods and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. 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 dealing.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is 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 may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(A) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(B) Have not within a three-year period preceding this proposal 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;

(C) 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 in paragraph (1)(B) of this certification;

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

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BY *(Signature)* _____

TITLE _____

TYPED/PRINTED NAME _____

DATE _____

Anti-Bribery Certification

I, [_____], [insert title] of [_____] (the "Company"), do hereby certify that I am familiar with the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010 (collectively, the "Anti-Bribery Laws"), understand the provisions of the Anti-Bribery Laws, and agree to comply with the provisions of the Anti-Bribery Laws, and I agree to comply with those provisions and to take no action that might cause the Company or International Foundation for Electoral Systems ("IFES") to be in violation of the Anti-Bribery Laws.

I hereby certify that neither I, nor to my knowledge any other employee, representative, or agent of the Company, has made, offered to make, agreed to make or approved any payment or transfer of anything of value, directly or indirectly, whether in cash or in kind, to or for the benefit of any person or entity with the intent or for the purpose of influencing any act of decision to obtain or retain business or secure any other advantage for or on behalf of the Company. I hereby confirm that should I learn of or have reason to know of any such payment, offer, or agreement to make such a payment, I will immediately advise IFES of my knowledge or suspicion.

BY: _____

TITLE: _____

DATE: _____

Attachment G Child Protection Policy

1.0 Purpose:

IFES supports the goals of the United Nations (UN) Convention of the Rights of the Child, host country and local child welfare and protection legislation or international standards, whichever gives greater protection to protect children from abuse, exploitation and violence. This policy is designed to ensure that IFES has the proper protocols in place to prohibit, detect and address child abuse and exploitation by any IFES employee or representative.

2.0 Scope:

This Child Protection Policy (CPP) applies to all IFES Representatives (regular and temporary employees, project or program partners, consultants, contractors, interns and others including unpaid staff, temporary employees, volunteers) who have contact with children through the programs of IFES.

3.0 Definitions:

Child – In accordance with the UN Convention on the Rights of the Child, ‘child’ means every human being below the age of 18 years unless under the law applicable to the child, majority is attained earlier. For the purpose of this policy, IFES considers a child to be a person under the age of 18 years.

Contact with Children – For the purpose of this policy, contact with children means working on an activity or in a position that involves or may involve contact with children, either due to the nature of work environment, or due to the scope of work/under the job description.

4.0 Procedures:

IFES intends to implement the CPP through the following means:

- Awareness: All IFES Representatives will be notified of the CPP and the requirement that they comply with the CPP. IFES Representatives are required to acknowledge receipt and understanding of the CPP. Country Office and Human Resources (HR)/Office Managers will develop a protocol to ensure receipt and acknowledgement of the CPP by these individuals.
- Training: All IFES positions will have the required training available to comply with the CPP.
- Prevention: IFES strives to mitigate risks of abuse or exploitation of children by creating awareness among all IFES Representatives of the requirements and responsibilities under the CPP, and establishing procedures to report, investigate and address any deviations from the requirements.

A failure to adhere to the requirements set forth in the CPP is grounds for discipline which may include dismissal from employment or termination of contract.

5.0 Child Protection Code of Conduct:

5.1 Responsibilities/Requirements of all IFES Representatives:

- I. Sexual activity with children is expressly prohibited regardless of the age of majority or age of consent locally. Mistaken belief in the age of the child is not a defense.
- II. The exchange of money, employment, goods or services for sex, including sexual favors or other forms of humiliating, degrading or exploitative behavior with children, including creating, viewing or distributing child pornography is prohibited.
- III. Commercial sexual exploitation, prostitution and trafficking of children is prohibited.
- IV. Adoption or custody of children in violation of local or international law is prohibited. Ignorance of local and international laws regarding adoption is not a valid defense.
- V. IFES Representatives must not hit, physically assault or inappropriately touch children; use language, make suggestions or offer advice which is inappropriate, offensive or abusive toward children; behave in a manner that is sexually provocative toward children; act in ways intended to shame, humiliate, belittle or degrade children, or otherwise perpetrate any form of emotional abuse.
- VI. Where possible and practical, IFES Representatives are required to use the 'two-adult' rule, wherein two or more adults are present where children are involved in a private space. Public spaces should be used where possible to conduct necessary one on one conversation with children.
- VII. All IFES Representatives must report any conduct of which they are aware that violates any of these requirements, and must cooperate with any subsequent process or investigation. Investigations will be done in accordance with IFES policy and any applicable donor policy/requirements.
- VIII. IFES Representatives should not use any computers, mobile phones, video cameras, cameras or social media inappropriately, and never to exploit or harass children or access child exploitation material through any medium.
- IX. IFES Representatives should not hire children for domestic or other labor which is inappropriate given their age or developmental stage, which interferes with their time available for education and recreational activities, or which places them at significant risk of injury.
- X. IFES Representatives should comply with all relevant local legislation, including labor laws in relation to child labor.
- XI. IFES Representatives should treat children with respect regardless of race, color, gender, language, religion, political or other opinion, national, ethnic or social origin, property, disability, birth or other status.

5.2 Chief of Party/Country Director Responsibilities:

- I. Ensure that all persons within the scope or through their supervisory responsibilities are subject to this policy, have certified that they have read and

- understand its contents.
- II. Maintain a culture of openness to enable the discussion of any issues or concerns, and ensure accountability of staff so that a violation of the CPP does not go unchallenged.
- III. Monitor the workplace to ensure adherence to the policy, recognition of potential violations of the CPP, and initiation of appropriate investigative action.
- IV. Act as a positive example for all staff in following IFES requirements and process.
- V. Handle complaints expediently and with objectivity, sensitivity and fairness.

5.3 Human Resources Responsibilities:

- I. Investigate fully all complaints of child abuse, child exploitation, policy non-compliance or breach of the Code of Conduct in accordance with the procedure provided below.
- II. Inform prospective employees and IFES Representatives of the requirement that all IFES Representatives comply with IFES's Child Protection Policy.
- III. Notify IFES Representatives and prospective employees that IFES, in its sole discretion, and within its rights, may have comprehensive background checks performed, both domestically and internationally. Checks may include criminal searches, education verification and sex offender database search on them (to the extent possible in country). When anticipated or when the scope of work requires representative to be in contact with children criminal records checks will be conducted by IFES. In limited instances where it may prove impossible to obtain a criminal record check a statutory declaration or legal equivalent related to child exploitation may be accepted in lieu.
- IV. Behavior based questions at interview will be conducted for all positions deemed 'working with children'
- V. Verbal reference checks will be obtained for all IFES positions. The verbal reference checks will be documented.
- VI. Comply with any legal requirements to report alleged abuse or exploitation to the appropriate authorities.

6.0 Communications:

In communications about children, IFES Representatives must use only images and language that is respectful and culturally appropriate. Children must be adequately clothed and poses that could be interpreted as sexually suggestive must not be used.

Any and all communications regarding children must adhere to the following guidelines:

- I. Disclosure of private information about children (names, birthdates, addresses, contact information, etc.) shall be strictly regulated and allowed only with the written informed consent from parents or legal guardians. Such information shall never be published on the internet, intranet or any other form of electronic medium and social media.
- II. Obtain permission and signed informed consent (on an IFES approved form) from the parent or legal guardian of the child and the child (where the child is

- capable of providing such) before photographing or filming the child and before any images of a child are used for publicity, fundraising or awareness campaigns.
- III. Children will be encouraged to give their own accounts as much as possible rather than having others speaking on their behalf.
 - IV. Assess and endeavor to comply with local traditions or restrictions for reproducing personal images before photographing or filming a child.
 - V. Children will be represented accurately; manipulation and sensationalizing images and text will not be tolerated. Degrading, victimizing or shaming images and text is forbidden.
 - VI. Images and text which make inaccurate generalizations and/or discriminate in any way will not be tolerated.
 - VII. Information that identifies the location of a child and therefore could put them at risk will not be put in communications.
 - VIII. Ensure that parents or legal guardians and the child are informed and give their authenticated written informed consent for the collection of information.
 - IX. Ensure file labels, Meta data or text descriptions do not reveal identifying information about a child when sending images electronically or publishing images in any form.

7.0 Reporting, Investigation and Response:

7.1 Reporting Process

Effective reporting procedures and plans for handling allegations of misconduct enhance efforts to protect children from abuse and exploitation. Alleged cases of child abuse, child exploitation and policy non-compliance should be reported by the concerned individual as per the protocol listed below. The IFES headquarters (HQ) Human Resources and Compliance team will decide on the appropriate steps, this will include but will not be limited to notifying donor partners as required by donor requirements. This may also include referring the matter to the local authorities for consideration of potential criminal prosecution.

You should promptly report:

- I. Any behavior that you suspect may involve child exploitation or abuse, including possession of child exploitation material or policy noncompliance by:
 - a. IFES staff/IFES Representatives
 - b. Personnel of an IFES funded contractor/organization
 - c. Personnel of an IFES donor
 - d. Any report made to you by anyone relating to child exploitation and abuse or policy noncompliance by IFES staff/IFES Representative and IFES partners
- II. What information do I need to provide in the report?
You should provide as much information as possible, including:
 - a. Date(s) of the incident(s)
 - b. Name of the organization(s) involved
 - c. Alleged offenders details, name, location, role

- d. Whether local authorities have been informed
 - e. If it is an IFES activity, name of the activity/project (if known)
 - f. Any other relevant information
- III. To whom should I report?
 IFES supervisory personnel will be provided training on the policy and their obligations and responsibilities under this policy. Anyone concerned or informed of allegations of child abuse, child exploitation, policy non-compliance or breach of the Code of Conduct must inform his or her supervisor, the person in charge, or main contact in IFES of his or her concerns. If the concerns involve such person, the concerns must be reported to the next most appropriate person e.g., a Chief of Party (COP)/Deputy COP, or alternatively the HR Director/Chief Compliance Officer (CCO) at HQ as expediently as possible.
- IV. Process on reported information:
 - a. In cases of possible abuse, every effort should be made to provide the child with appropriate assistance. The respective IFES Representative must take all appropriate and reasonable steps to protect the child involved by promptly reporting the incident and, if possible, keeping the party's involved apart while the incident is reported. It is essential to avoid delay as inaction may place the child at further risk.
 - b. The senior IFES representative will notify their COP and HQ HR in order to consult and decide on an appropriate course of investigation. All complaints will be investigated promptly, under the direction of the CCO and the HR Director. The appropriate investigating individual will prepare a written report. The report will include a summary of the allegation, the results of the investigation and a recommendation for appropriate action.
 - c. Determination of the appropriate action to be taken will be decided by the HR Director, CCO, the Division Vice President (VP), and the Chief Operating Officer or Chief Executive Officer as needed.
 - d. An employee who has been brought under investigation by IFES or by official law enforcement authorities for the abuse of a child, child exploitation or breach of Code of Conduct may have administrative action taken against them and shall have no access to the program activities during the course of the investigation. The employee will be informed that charges have been made against him or her and given an opportunity to respond. At the conclusion of an investigation, the suspended person will be informed of the results of the investigation and what action, if any, will be taken.

7.2 Disciplinary Action

- I. Inappropriate behavior toward children, including failure to follow the specific and general requirements of this policy, is grounds for disciplinary action, up to and including dismissal from employment; or termination of the relationship with the organization. Where appropriate, IFES may also report the misconduct to the appropriate authorities for criminal prosecution.
- II. An employee who is proven to have committed child abuse and or child exploitation will immediately be dismissed from their employment with IFES and is not eligible for rehire. If an international employee is suspected, due regard

will be given to the potential for extraterritorial proceedings by the employee's country of origin.

7.3 Confidentiality and Retaliation

- I. All complaints will be kept as confidential as possible. Matters will be discussed only to the extent necessary to conduct an investigation.
- II. Any form of retaliation against any employee for filing a complaint under this policy or for assisting in a complaint investigation is prohibited.
- III. Any IFES representative who reports an allegation and/or incident in good faith will not be subject to any disciplinary action if the complaint cannot be substantiated.
- IV. If after investigating a filed complaint it is determined that an employee has provided false information regarding the complaint, appropriate disciplinary action may be taken against the individual. Any employee who makes false and malicious accusations will face disciplinary action, up to and including termination.
- V. An allegation of child abuse is a serious issue. Information about a child protection incident is shared only with people on a "need to know" basis as deemed necessary by the CCO, VP Programs, Regional Director, and HR Director. Anyone given information regarding the names, identities, allegations, and/or information regarding the investigation, as outlined above is required to maintain confidentiality at all times.

8.0 Certification:

An "Acknowledgement Form" is included with this policy. A similar form is included in IFES contract and subaward templates, and will need to be completed by all recipients of IFES funding.

9.0 Review:

This policy will be reviewed at least every five years and any changes identified will be incorporated.

**CPP
ACKNOWLEDGEMENT**

I hereby certify that I have read and understood IFES's Child Protection Policy and agree to abide by it at all times.

(Signature)

(Date)

(Printed Name)

Attachment H
Whistleblower Protections

Notice to Employees Regarding Whistleblower Protections

1. You are afforded the employee whistleblower rights and protections provided under 41 U.S.C. § 4712.
2. 41 U.S.C. § 4712 states that an employee may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing."
3. Whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.
4. "Whistleblowing" is defined as making a disclosure that the employee reasonably believes is evidence of any of the following:
 - Gross mismanagement of a Federal contract or grant;
 - A gross waste of Federal funds;
 - An abuse of authority relating to a Federal contract or grant;
 - A substantial and specific danger to public health or safety; or
 - A violation of law, rule, or regulation related to a Federal contract or grant (including the competition for, or negotiation of, a contract or grant).
5. To qualify under the statute, the employee's disclosure must be made to:
 - A Member of the U.S. Congress, or a representative of a U.S. Congressional Committee;
 - A cognizant U.S. Inspector General;
 - The U.S. Government Accountability Office;
 - A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - A U.S. court or grand jury; or
 - A management official or other employee of the company who has the responsibility to investigate, discover, or address misconduct.