

Population Services International / Adolescents 360 (A360)

Request for Proposals

Human Centred Design Technical Assistance

Request for proposal number	2020_A360_04
To provide	Human centred design technical assistance
Issue date	04/09/2020
Deadline for requests for clarification	09/09/2020 midnight EST
Requests for clarification submission instructions	Submit requests for clarification by email to: A360procurement@psi.org
Responses to requests for clarification	10/09/2020 midnight EST
2nd requests for clarification deadline	22/09/2020
Responses to 2nd request for clarification	23/09/2020
Deadline for submission	29/09/2020 midnight EST
Bid submission instructions	Submit bids by email to: A360procurement@psi.org
Notification of decision	Within two weeks of submission deadline
Intended date services will commence	Upon contract signing

Proposal contents

Part 1: Bidding instructions and procedures	Page 1
Part 2: Scope of work	Page 2
Part 3: Draft consulting agreement	Page 6

Part 1: Bidding instructions and procedures

- 1.1. The RfP will be sent out to specific organizations, published on PSI's website and relevant online boards (e.g. Reliefweb and Devex), and published locally in Nairobi in Nation Media Group.
- 1.2. Bidders prepare bids at their own risk and expense; costs incurred will not be reimbursed.
- 1.3. Bids must be submitted in English and US Dollars.
- 1.4. All requests for clarification and bids must be submitted as per the instructions stated above.
- 1.5. PSI is under no obligation to consider or respond to requests for clarification or bids received after these dates.
- 1.6. Bidders must be prepared to commence work on the date stated above.
- 1.7. Bids must comprise a technical proposal, financial proposal, and confidentiality / non-disclosure agreement.
- 1.8. **The technical proposal must comprise:**
 - 1.8.1. Capability statement
 - A summary of the bidder's relevant experience.
 - The bidder's geographical overlap with the project.
 - Bios on the bidder's key technical personnel at a global and local level.

- Any potential conflict of interest disclosures and mitigation measures.
- 1.8.2. Proposed approach
- Description of the proposed approach to the RFP's scope of work.
 - Structuring of the technical support, e.g. individuals assigned to countries or components.
 - How the approach will accommodate protracted restrictions on travel to the field.
- 1.8.3. References
- A minimum of 2 references from NGO clients for relevant work.
- 1.9. The financial proposal must detail:**
- 1.9.1. Staff / consultants, scopes of work, number of days and daily rates.
- 1.9.2. Costs by technical component (laid out in detail below)
- 1.9.3. Any non-personnel costs and the justification for them.
- 1.9.4. Any relevant charges imposed under the law such as taxes, duties, fees and levies.
- 1.9.5. Proof of sound financial viability demonstrated by copies of audited accounts.
- 1.9.6. Copies of statutory requirements (legal registration-Certificate of Incorporation/registration, Business Permit, Tax compliance, PIN/VAT etc.) and registered office physical location (Show proof of Tenancy).
- 1.10. For services performed in executing this SOW, the consultant will be paid no more than \$500,000.
- 1.11. The technical and financial proposals must remain valid for 90 days after the submission date.
- 1.12. Bidders must submit a signed confidentiality / non-disclosure agreement.
- 1.13. Bids must be signed by an authorized employee using a written or verified digital signature.
- 1.14. PSI reserves the right to change the bidding instructions or scope of work; should it do so, all bidders will be notified and the deadlines
- 1.15. Bidders are responsible for any errors; however, minor errors such as spelling, transpositions, and arithmetic errors will not prejudice the evaluation of a bid.
- 1.16. PSI will evaluate the bids based on value for money, not cost alone.
- 1.17. Bids will be evaluated based on:
- 1.17.1. The relevance and depth of the bidder's experience.
 - 1.17.2. The capacity of the key technical personnel.
 - 1.17.3. The quality and efficiency of the approach proposed.
 - 1.17.4. The cost.
- 1.18. PSI has no legal obligations towards the winning bidder until a contract is signed and executed.
- 1.19. The winning bidder will be subject to the terms and conditions contained in the Consulting Services Agreement (Part 3).

Part 2: Scope of work

- 2.1. Adolescents 360 (A360) is an adolescent sexual and reproductive health programme funded by the Gates Foundation and CIFF. More information can be found at www.a360learninghub.org.
- 2.2. A360 employed human-centred design to develop each of the four interventions, foster a culture of human centricity and curiosity, and continuously iteration to refine the interventions.
- 2.3. The current project ends September 2020; a follow-on project will commence October 2020.
- 2.4. A360 currently operates in Ethiopia, southern and northern Nigeria, and Tanzania; however, under the follow-on project it will expand into Kenya.

- 2.5. Each of the current geographies has a different intervention; these are Smart Start in Ethiopia, 9ja Girls in predominantly southern Nigeria, MMA in predominantly northern Nigeria and Kuwa Mjanja in Tanzania.
- 2.6. Each intervention targets a specific segment of adolescent girls, recognizing it is impossible to serve all adolescent girls; these segments are rural married adolescents (Ethiopia and northern Nigeria), urban and peri-urban unmarried adolescent girls (southern Nigeria), rural and peri-urban adolescent girls (Tanzania).
- 2.7. Although each intervention differs, they have all been shaped by similar design insights and all employ human-centred design, adaptive implementation, aspirational programming and meaningful youth engagement.
- 2.8. The focus of the follow-on project is making adaptations to strengthen the interventions, integrating the interventions into government health systems for scale and sustainability, and replicating the interventions in Kenya.
- 2.9. A360 is seeking a design partner to facilitate an HCD process and provide HCD capacity building across three geographies (Tanzania, Nigeria, and Kenya). This will be done in close collaboration with PSI and other partners and will include the following:
 - 2.9.1. **Component 1:** Facilitating the design and prototype of **adolescent empowerment collectives** in Nigeria and Tanzania.
 - **Background:** Each of A360's interventions include low intensity life skills and economic empowerment components. These differ from intervention to intervention. Some interventions include goal setting, life skills, demonstration of a vocational skill and an opportunity to practice the skill. Others include financial planning coaching to help adolescent girls and their husbands think through their goals, the cost associated with these and how they might reduce outgoings and increase savings to achieve their goals. These components are intended to inspire rather than empower. Nonetheless, they have played an important role in fostering the acceptance of girls, key influencers, and communities, mobilizing adolescent girls, and demonstrating the relevance of contraception to their self-defined goals. Under the next iteration of the project A360 intends to launch adolescent empowerment collectives to build on these low intensity group-based life skills and economic empowerment components and offer more substantive group-based support. HCD support will be required to do so.
 - **SOW:** Within this workstream, the design partner will be responsible for:
 - Leading insight gathering among target audiences and influencers related to identified design challenges.
 - Collaborating with PSI and partners to analyze and interpret the insights gathered.
 - Leading the ideation and development of prototype solutions, with technical support to PSI during prototype testing.
 - Measuring prototypes and documenting decision making.
 - 2.9.2. **Component 2:** Facilitating design of adaptations to A360 interventions in Nigeria to **improve the enabling environment for girls' adoption and continuation of contraceptive use.**
 - **Background:** Each of A360's interventions conduct sensitization activities with adolescent girls' key influencers. In Nigeria, this includes engaging husbands for the project's northern Nigeria intervention, MMA and engaging mothers for its southern Nigeria intervention, 9ja Girls. This has been effective at building acceptance for girls to participate in A360 events. However, A360's process evaluation interviewed discontinuers and found the resistance of husbands, mothers and mothers-in-law can heighten when girls experience side-effects and influence decisions to discontinue. Under the next iteration of the project A360 intends to strengthen its male and parental engagement to create a more enabling environment for adoption and continuation. HCD support will be required to do so.
 - **SOW:** Within this workstream, the design partner will be responsible for:
 - Consolidating insights from research during A360's initial investment period, identifying gaps, and leading insight gathering as necessary to gather sufficient information regarding identified design challenges.
 - Collaborating with PSI and partners to analyze and interpret the insights gathered.

- Leading the ideation and development of prototype solutions, with technical support to PSI during prototype testing.
 - Measuring prototypes and documenting decision making.
- 2.9.3. **Component 3: Facilitating design of adaptations to A360 intervention in Tanzania to improve school engagement**
- **Background:** In Tanzania, A360’s approach has evolved over its two years of implementation to include more significant partnership with schools for mobilization to Kuwa Mjanja events. This engagement provides benefits – including greater reach – as well as complications – including inaccurate messaging from teachers and shifting away from fidelity to A360’s “user journey.” There is opportunity to refine this component during A360’s follow-on.
 - **SOW:** Within this workstream, the design partner will be responsible for:
 - Leading insight gathering among target audiences and influencers related to identified design challenges,
 - Collaboration with PSI and partners to analyze and interpret the insights gathered, and
 - Leading the ideation and development of prototype solutions, with technical support to PSI during prototype testing.
 - Measuring prototypes and documenting decision making.
- 2.9.4. **Component 4: Replication** of two of A360’s interventions in Kenya
- **Background:** As part of the project’s mandate for replication, A360 will taking its MMA and Kuwa Mjanja interventions and adapting them for contextual fit in three counties in Kenya. HCD support will be required to validate the relevance and feasibility of these interventions to the Kenyan context and adapt them accordingly.
 - **SOW:** Within this workstream, the design partner will be responsible for:
 - Consolidating insights from other current programming in Kenya with similar target populations, identifying gaps, and facilitating insight gathering to address identified design challenges.
 - Collaborating with PSI and partners to analyze and interpret the insights gathered.
 - Leading the ideation and development of prototype solutions, with technical support to PSI during prototype testing.
 - Measuring prototypes and documenting decision making.
 - The design partner should expect to complete parallel design processes for each replication – MMA and Kuwa Mjanja – though these processes may be connected through a unified “umbrella” approach (for instance a country-level brand with variations for the two different interventions). The HCD partner is expected to advise on this approach.
- 2.10. These design processes are expected to happen within the next 9 months across the geographies:
- 2.10.1. Supporting insight gathering (est. Oct-Nov 2020).
 - 2.10.2. Supporting the synthesis of insights (est. Dec 2020).
 - 2.10.3. (Re)defining the design challenge and ‘how might we...’ (est. Jan 2020).
 - 2.10.4. Supporting the design, testing and iterating of discrete prototypes (est. Feb-Mar 2021).
 - 2.10.5. Supporting live prototyping of the complete solution (est. Apr-May 2021).
 - 2.10.6. Finalizing the intervention for piloting (est. Jun 2021).
 - 2.10.7. Facilitating learning across geographies and interventions (throughout).
- 2.11. Each design process must place users at the centre. A360’s users are adolescent girls, their husbands and government health workers.

- 2.12. Each design process must take a multi-disciplinary approach. The design partner will be expected to make full use of these disciplines (young people, technical experts, programme staff and government participants) and reconcile any tensions between them.
- 2.13. Each design process must be focus on developing interventions that can be scaled, sustained, and replicated.
- 2.14. Each design process must be thoroughly documented, including the decision-making regarding which prototypes were dropped/iterated/adopted and why. The design partner is expected to take responsibility for this.
- 2.15. The design partner will be responsible for the graphic design of any tools developed for prototyping and piloting.
- 2.16. The design partner must have a proven ability to manage the complexity associated with this assignment.
- 2.17. The design partner will give attention to capacity building of A360 staff and partners, allowing them to continue to develop the skills required to facilitate HCD processes – skills that the project began to develop within its initial investment. Bidders who can demonstrate prior successful experience with capacity building are preferred.
- 2.18. It is assumed all support will be offered remotely and/or by staff already based in A360 countries. No international or regional travel should be planned or budgeted for. Design firms with field staff in Kenya, Nigeria and/or Tanzania will be preferred.
- 2.19. All in-person support must adhere to PSI's protocols to mitigate the risk of contracting or spreading coronavirus.
- 2.20. Note, the design process will be observed by the programme's process evaluators.
- 2.21. A separate tender may be issued in 2021 for the following complementary design challenges:
 - 2.21.1. How might we adapt A360's interventions for integration into government health systems without losing fidelity to the original design insights and theory of change?
 - 2.21.2. How might we support government to adopt A360's ways of working – human centeredness, adaptive implementation and meaningful youth engagement?
- 2.22. Bidders are encouraged to read the latest process evaluation findings from Itad which can be found [here](#).
- 2.23. Bidders must share PSI's values and be aligned with its mission.

Part 3: Draft consulting agreement

Consulting Services Agreement Between Population Services International and [Name of Firm] Purchase Order # _____

This Consulting Agreement ("Agreement") is entered into as of [DATE] (the "Effective Date"), by and between ") between **POPULATION SERVICES INTERNATIONAL**, of P.O BOX 14355-00800, Nairobi, Kenya ("PSI"), and [Name of firm] ("[short name of firm or acronym]" or "Consultant"), [ADDRESS] (together, the "Parties").

PREAMBLE

A. PSI wishes to engage Consultant, and Consultant agrees to be engaged by PSI, to perform the services identified in Section 1 of this Agreement ("Scope of Work").

B. The Parties have determined that Consultant will perform those services as an independent contractor, and not as an employee, in that the services to be provided require Consultant to exercise its independent judgment as to the time, place, manner and method of performance to accomplish the objectives desired by PSI.

The Parties hereby agree as follows:

1. Services.

Consultant will perform the services detailed in the Scope of Work attached as Annex 1 to this Agreement (the "Services"). Consultant will make qualified employees available to perform the Services as and when requested, and for reasonable periods of time. *[Could name specific employees here who will provide services, if appropriate, and require prior approval of PSI for any proposed changes in such employees.]* In performance of the Services, Consultant shall at all times comply with all applicable PSI policies and procedures. The Consultant shall also, at its own expense, comply with all laws, rules and regulations applicable to its performance of the Services hereunder.

2. Term of Agreement.

The term of the Agreement will commence on the Effective Date and will expire on XXXXXX unless extended by agreement of the Parties in accordance with Section 21 herein or terminated in accordance with Section 16 herein (the "Term"). PSI will not be obligated to pay Consultant for any work performed or expenses incurred outside the Term.

3. Compensation.

[Option 1: For Services performed during the Term, Consultant will be paid in accordance with the rates set forth in Annex 2 hereto *[Annex 2 should list Consultant's employees and their daily or hourly rates (and overhead or indirect rates, as appropriate)]*.]; or

[Option 2: For Services performed during the Term, Consultant will be paid a fixed fee of US\$XXXX (the "Fixed Fee"). The budget for the Services is included in Annex 2 hereto.]

Consultant's fees will be paid monthly based on invoices submitted *[for days worked or work completed]*. The total compensation paid to Consultant under this Agreement will be up to and under no circumstances shall exceed US\$XXXXX.

4. Tax Reporting.

PSI will not deduct or withhold any taxes from amounts paid to Consultant under this Agreement. Consultant will be solely liable without reimbursement from PSI for payment of any taxes or contributions as required by applicable laws, rules and regulations of the United States or any state or locality thereof, or any other jurisdiction(s) which may assert the right to collect taxes from Consultant. PSI will report all payments made to Consultant to the Internal Revenue Service (IRS) and on Consultant's IRS Form 1099. If Consultant is not an entity organized under the laws of the United States, the reporting of all payments to the proper government authorities will also be the sole responsibility of the Consultant. **(Resident withholding tax is withheld at source based on Kenyan law.)**

5. Expenses.

PSI will reimburse Consultant for reasonable, necessary and properly documented expenses incurred by Consultant's employees in connection with the performance of the Services, in accordance with the established policies of PSI and, where applicable, the policies of the relevant donor agency.

In addition to the consulting fee, and where applicable, Consultant's employees will be entitled to per diem rates in USD commensurate with the prevailing published per diem rates of the U.S. Department of State, to cover meals, incidental expenses and lodging, not to exceed US\$XX. Allowable and documented other direct expenses will be covered in accordance with the policies of PSI and where applicable, policies of the donor agency. Other direct expenses to be covered are limited to work-related travel and travel-related expenses including taxis.

Any allowable other direct expenses exceeding \$25 must be supported with original receipts and be a part of the Consultant's invoices.

6. Payment.

[a] Invoices. Payment to Consultant will be based on invoices submitted to [Assignment Manager], [Title]. All invoices must be accompanied by a detailed Status Report, containing an itemized description of work performed and tasks completed. The Status Report and invoice templates to be used are attached hereto as Annex 3. Invoices without a completed status report will not be accepted by PSI. All expense claims over \$25 must be supported with original receipts attached to the invoice. [All financial reports should reference Purchase Order No. _____.] Copies of financial reports and invoices should be sent to PSI, Accounts Payable, 1120 Nineteenth Street, NW, Suite 600, Washington, DC 20036.

[b] Manner. Payment under this Agreement will be made by [check/wire transfer] to Consultant.

[c] Schedule. Payment will be made within 30 days of receipt and acceptance by PSI of required invoices and deliverables.

7. Independent Contractor.

[a] Consultant acknowledges that it is an independent contractor, it is not an agent of PSI, and it has no authority, express or implied, to assume or create any obligations on behalf of PSI.

[b] Consultant understands and acknowledges that performance of the Services may expose its employees to a variety of risks and dangers including, without limitation, disease or infection, acts of terrorism, hostage taking, other physical violence or threats to safety, theft, armed conflict, or civil unrest. These risks could result in injury, illness, temporary or permanent disability, property or financial loss, psychological trauma, or death. Consultant agrees that it will take full responsibility for its employees who are performing Services under this Agreement and that its employees have agreed to undertake any assignment under this Agreement voluntarily, and with full knowledge of its risks and dangers. Consultant further agrees that it will:

[i] take full personal responsibility for its employees' safety, security and health;

[ii] freely assume all risk of harm to or loss of health, life or property for its employees;

[iii] release and forever discharge PSI (including its directors, officers, employees, agents and insurers) from any and all costs, claims, losses, damages, or liability of any nature arising in connection with any injury, illness, physical or mental trauma, property or financial loss, disability or death Consultant's employees may suffer as a result of performance of the Services for PSI; and

[iv] secure from each of its employees performing Services under the Agreement a written release and discharge forever of PSI (including its directors, officers, employees, agents and insurers) from any and all costs, claims, losses, damages, or liability of any nature arising in connection with any injury, illness, physical or mental trauma, property or financial loss, disability or death Consultant's employees may suffer as a result of performance of the Services for PSI.

8. Travel, Medical and Evacuation Insurance and Security Training

Consultant's employees, prior to mobilization, must be in possession of travel, medical and evacuation insurance which is valid through the Term of this consultancy and be sufficient to provide for emergency air transport from the country(ies) of assignment to his/her country of domicile.

In addition and prior to mobilization Consultant shall certify in writing that each of its employees performing Services under the Agreement is in possession of such insurance and shall provide emergency contact details. (See form of certification at Annex 5)

It is the Consultant's responsibility to ensure that where its employees are required to travel internationally for terms longer than six (6) months that, **prior to mobilization**, such employees have completed appropriate security awareness training applicable to the country of assignment.

By signing this agreement the Consultant certifies that its employees have completed such security awareness training.

9. Non-Solicitation.

During the Term, and for a period of one (1) year thereafter, Consultant will not directly or indirectly solicit or induce, or attempt to solicit or induce, any PSI employee or consultant to leave his/her employment or consultancy with PSI for any reason whatsoever.

10. Work Product.

Consultant acknowledges that any work conceived, designed or produced in the course of performing or providing the Services (including, without limitation, services, deliverables, copyrightable works, technical or other data, and intangible property of all kind) is the sole and exclusive property of PSI ("Work Product"). Consultant waives any rights, including intellectual property rights, in all Work Product, and will not distribute or make any other use of Work Product outside PSI without PSI's express written authorization. Consultant hereby assigns to PSI all right, title and interest in any Work Product, and/or any other work conceived, designed or produced by Consultant's employees performing Services under this Agreement, alone or with others, in the course of, or as a result of, this consultancy with PSI, and agrees to execute and deliver to PSI any additional documents that may be necessary to effectuate such assignment.

11. Return of Property.

At the end of the Term, or at any time upon PSI's request, Consultant will return to PSI (i) all keys, passwords, and any other access devices in the possession or control of Consultant's employees that may be used for any PSI office, warehouse, safe, or equipment, including computers and other electronic equipment; (ii) all documents or copies of documents, or material of any nature, whether stored electronically, in hard copy, or by any other means, in the possession or control of Consultant's employees, that belong to PSI, contain or are derived from PSI's confidential or proprietary information (as specified in Section 11), or relate in any way to PSI, any of PSI's activities or operations, or any of its employees; and (iii) all other PSI property including, without limitation, physical and financial assets, bank accounts, credit, debit or charge cards, funds, computer hardware and software and other equipment.

12. Confidentiality.

Consultant acknowledges that any information obtained by its employees in performing this Agreement regarding PSI's operations, products, services, policies, systems, programs, procedures, employees, strategies, research, budgets, proposals, finances, plans, donor or business relationships, or any other aspect of its business that is not generally known to the public, is confidential and proprietary. During and after the Term, Consultant and its officers, directors, employees and any other agents will hold such information secret and will not: (i) use such information for any purpose other than performance of this Agreement; or (ii) disclose such information, directly or indirectly, to anyone outside PSI, without in each instance the prior written consent of PSI.

13. Representations.

Consultant represents and warrants that (i) all information provided by Consultant to PSI regarding the qualifications of its employees and of Consultant as an entity is true and correct in all material respects; (ii) the Services will be performed in a professional and workmanlike manner; (iii) Consultant is not restricted in any way, by agreement or

otherwise, from entering into this Agreement and performing the Services, and there are no actual or potential conflicts of interest in Consultant's engagement by PSI; (iv) the work produced under this Agreement will constitute the original work of Consultant's employees, and will not infringe any copyright, trade secret, contract or other intellectual property, proprietary or personal rights of any person, and will be free of any liens, encumbrances or other claims; and (v) Consultant is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this consultancy by any Federal department or agency.

14. Legal Compliance.

In addition to all other laws applicable to Consultant and/or the Services,

[a] Consultant agrees that its officers, directors, employees or any other agents will not pay, offer or promise to pay, or authorize anyone else to pay or offer to pay money or anything of value to a foreign official, political party or party official, or any candidate for foreign political office, directly or indirectly, including through agents or intermediaries, with the intent to induce the recipient to misuse his/her official position to obtain or retain business for PSI or to direct business to any other person; and

[b] Consultant understands and acknowledges that U.S. Executive Orders and laws prohibit transactions with, and the provision of material support or resources to, individuals and organizations associated with terrorism. It is the legal responsibility of Consultant to ensure compliance with these Executive Orders and laws.

[c] Should Consultant have any concerns related to fraud, waste, abuse or corruption under this Contract; either with their employees or anyone working for, or affiliated with PSI, Consultant should report allegations and concerns to the PSI Country Representative or through PSI's third-party whistleblower hotline, EthicsPoint. The website for reporting is: www.psi.ethicspoint.com.

15. Liability.

Consultant will not be liable to PSI, or to anyone who may claim any right due to any relationship with PSI, for any acts or omissions by Consultant's employees in the performance of the Services, except where such acts or omissions are due to the negligence or the willful or intentional misconduct of Consultant's employees. PSI will hold Consultant harmless for any obligations, costs, claims, judgments, attorneys' fees and expenses arising from the services performed by Consultant's employees under this Agreement, except when the same are due to the negligence or the willful or intentional misconduct of Consultant's employees.

16. Termination.

[a] This Agreement may be terminated by either Party at any time prior to its scheduled expiration date without cause by thirty (30) days written notice. In the event of such termination, PSI will pay Consultant for the services performed by Consultant's employees prior to the effective date of termination. In addition, PSI will reimburse Consultant for its employees' travel time, if any, to their points of origin, and any days for final report preparation, all as specified in the notice of termination.

[b] This Agreement may be terminated by PSI at any time prior to its scheduled expiration date by written notice to Consultant in the event that Consultant materially fails to comply with any covenant contained in this Agreement. In the event of such termination, PSI will determine the extent to which Consultant's employees have satisfactorily delivered Services prior to the effective date of termination and will determine the extent to which fees, if any, are payable to Consultant for the services performed.

17. Force Majeure.

In the event of **force majeure** - that is, an event not in existence on the Effective Date that is beyond the control and without the fault of either of the Parties, such as an act of God, natural or man-made disaster, strike, epidemic, lock-out, foreign or civil war, quarantine restriction or any other similar event, PSI shall be entitled to terminate the Agreement or any part thereof if the performance of the Services is prevented or significantly impaired by any such **force majeure**. In the event of such termination, Consultant shall be entitled to payment for Services completed and expenses incurred prior to termination, in accordance with this Agreement.

18. Disputes.

[a] Any dispute arising out of this Agreement shall be resolved by arbitration before a single arbitrator in the city of Washington, D.C., in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator will be final and binding upon the Parties, and may be entered in any court of competent jurisdiction.

[b] If a judicial proceeding is brought by either Party to resolve a dispute that is subject to arbitration hereunder, or to challenge an arbitral award rendered hereunder, the defendant in that proceeding, if it prevails, will be awarded its costs and reasonable attorneys' fees. If a Party fails to comply with an arbitral award rendered hereunder, and the other Party seeks enforcement of the award in court, the plaintiff in that proceeding, if it prevails, will be awarded its costs and reasonable attorneys' fees.

19. Notices.

Except as otherwise specifically provided herein, any notice, request, document, or other communication submitted by either Party to the other under this Agreement will be in writing, by e-mail or fax, and will be deemed duly given or sent when delivered to such Party at the following address:

To PSI: Population Services International, Inc., 1120 Nineteenth Street, N.W., Suite 600, Washington, D.C. 20036 (Attention: XXXXX), Telephone: 202/785-0072, Telefax: 202/785-0120, and email: XXXXXX@psi.org

To Consultant: [Contact Name], [Full Mailing Address], Telephone: [XXX-XXX-XXXX], Telefax: [XXX-XXX-XXXX], and email: [Consultant@email.com].

Other addresses may be substituted for the above upon the giving of written notice to the other Party in accordance with this provision.

20. Assignment.

Neither this Agreement nor any of the duties and obligations under this Agreement may be assigned or subcontracted by Consultant without the prior written consent of PSI.

21. Amendment.

This Agreement may be amended only by a written instrument signed by the duly authorized representatives of both Parties.

22. Partial Invalidity.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in force without being impaired or invalidated in any way.

23. Governing Law.

This Agreement will in all respects be governed by and construed in accordance with the laws of the District of Columbia, United States of America, without regard to its conflicts of laws provisions.

24. Survival.

The following provisions shall survive the termination or expiration of this Agreement: Sections 9, 11-13, 15, 18, 19, and 23.

25. Entire Agreement.

This Agreement, including all Annexes, constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all other agreements and understandings between the Parties, whether oral, written or electronic.

26. Self-Certification.

A. In accepting this Purchase Order (Supplier) certifies that:

1. It has not provided and will not provide material support or resources to any individual or entity that it knows or has reason to know is an individual or entity that advocates, plans, sponsors, engages in, or has engaged in terrorist activity, including but not limited to the individuals and entities listed in the Annex to United States Government Executive Order 13224.
2. It is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal agency as outlined in United States Government Executive Order 12549 and United States Government 13 CFR 145.

IN WITNESS WHEREOF Population Services International and Consultant have each caused this Agreement to be executed on their behalf, as of the Effective Date.

POPULATION SERVICES
INTERNATIONAL

[CONSULTANT]

Signature

Signature

Printed Name/Title

Printed Name /Title

Date

Date

ANNEX 1
Scope of Work

ANNEX 2 Compensation Rates

[List Consultant's employees (or category of employees) and their daily or hourly rates]
[List any other costs for Services, e.g., fringe, overhead, indirect, etc. – to be negotiated]

Or

[For fixed fee, list payment schedule (tranches) tied to submission of deliverables]

**ANNEX 4
Consultant Invoice**

[COMPNY NAME]
[BILLING ADDRESS]

POPULATION SERVICES INTERNATIONAL
1120 19th Street, NW
Suite 600
Washington, DC 20036

Attn: Accounts Payable
Ref: Invoice #:
Purchase Order #:

Period: [Month/Year]

Services and Expenses	Labor Rate (\$/hour or day)	Hours/ Days	Current Period Cost (\$)	Cumulative Billed ¹ (\$)	Cumulative Billed ¹ (hour/day)

TOTAL AMOUNT DUE: \$ _____

Please call me at [enter phone number] if you have any questions.

Sincerely,

[Insert Company's name & signature]

Total billed from start date

**ANNEX 5
Form of Certification Regarding Travel Medical and Evacuation Insurance**

POPULATION SERVICES INTERNATIONAL
1120 19th Street, NW



Suite 600
Washington, DC 20036

Attn:

Dear Sirs,

Emergency Medical and Evacuation Insurance

We hereby confirm that each of our employees performing services under the Agreement are in possession of travel medical and evacuation insurance, which is valid through the Term of the consultancy with PSI and sufficient to provide for emergency air transport from the country(ies) to which they are assigned to their country of domicile, in accordance with the terms of Clause 8 of the Consultant Agreement dated.....

Insurance Provider
Plan Name/Type
Policy #
Insurers international tel #

We understand that our confirmation of such insurance does not waive any of the provisions of Clause 7[b] of the aforementioned Consultant Agreement.

In case of emergency please contact:

[name]
[address]
[phone number]
[altermate phone number]
[e-mail address]
Speaks: English French Spanish Other (list): _____

Sincerely,

[Consultant's Firms Name and Authorized signature]

ANNEX 6 Trafficking in Persons

Basic Provisions:

Trafficking in Persons.

- A. **Prohibitions.** During the term of this Agreement, [VENDOR/CONTRACTOR] shall not engage in:
- (1) Trafficking in persons (TIP) as defined in applicable UN Conventions;
 - (2) Procuring commercial sex acts;
 - (3) Using forced labor;
 - (4) Committing any act with respect to employees (including consultants and volunteers) that supports or advances TIP including (i) confiscating identity or immigration documents; (ii) failing to provide return transportation upon request to employees recruited from another country; (iii) making false or misleading representations concerning terms or conditions of employment; (iv) charging recruitment fees to an employee; (v) using recruiters that do not comply with labor laws in the country where the recruitment takes place; (vi) if required by law or contract, failing to provide a written employment agreement or work document setting out employment conditions in a language the employee understands; or (vii) housing employees in substandard conditions.
- B. **Reporting.** If [VENDOR/CONTRACTOR] receives any credible information concerning a violation of any of the foregoing prohibitions, it must immediately notify PSI, fully cooperate, and enable its employees to cooperate with any investigation and/or corrective action by PSI, USAID, or other U.S. Government body.

Contracts for Supplies (Except COTS Items) Acquired and Services Performed outside the U.S. with an Estimated Value Over \$500,000 should also Include the Following Provisions:

Compliance Plan and Certification.

- A. **Compliance Plan.** During the Term, [VENDOR/CONTRACTOR] shall (i) maintain, (ii) post at its work place and on its website, or provide to each worker in writing, and (iii) provide PSI upon request, a compliance plan appropriate to the size and complexity of this agreement and to the nature and scope of activities to be performed hereunder, including the number of non-U.S. citizens to be employed and the TIP risk. At a minimum the compliance plan must include:
- (1) A TIP awareness program and the actions that will be taken against employees for violations.
 - (2) A process for employees to report TIP issues without fear of retaliation, including information and access to the Global Human Trafficking Hotline (1-844-888-FREE or help@befree.org).
 - (3) A recruitment and wage plan that (i) requires use of recruitment companies with trained employees; (ii) prohibits charging recruitment fees to the employee; and (iii) ensures that wages meet host country legal requirements or explains any variance.
 - (4) If housing is provided to employees, a housing plan that meets host country housing and safety standards.
 - (5) Procedures to prevent agents and subcontractors at any tier or dollar value from engaging in TIP activities and to monitor, detect and terminate any agents, subcontractors or employees found to have engaged in such activities.
- B. **Certification.** [VENDOR/CONTRACTOR] shall annually submit a certification to PSI that:
- (1) It has implemented a compliance plan in accordance with Paragraph A to prevent the prohibited TIP activities and to monitor, detect, and terminate any agent, subcontractor or employee engaging in such activities; and
 - (2) After conducting due diligence, either:
 - (i) To the best of its knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in such activities; or
 - (ii) If abuses relating to such activities have been found, it or they have taken the appropriate remedial and referral actions.