

POPULATION SERVICES INTERNATIONAL (PSI)
REQUEST FOR PROPOSALS
FOR THE PROVISION OF PROFESSIONAL CONSULTANCY SERVICES

Request for proposal (RFP) number	2021_A360_01
To provide	Consulting for a Scoping Review on Barriers and Determinants of Knowledge Translation
Issue date	01/04/2021
Last date for receipt of clarification questions by PSI	06/04/2021
Last date for responses by PSI	16/04/2021
RFP closing date	16/04/2021
Bid submission instructions	Submit bids by email to: a360procurement@psi.org
Notification of decision	26/04/2021
Intended date services will commence	29/04/2021

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Part I: Bidding instructions and procedures

- 1.0 **Introduction:** PSI is a non-profit organization working to improve the health of poor and vulnerable people in developing countries. PSI has an annual budget of \$500+ million, offices in 60+ countries, and 8,000+ employees. Country offices are supported by 200+ staff providing services in programmatic and administrative areas. Collectively this group is referred to as “Global Services”, though most staff are based in Washington, D.C. Global Services is divided into four “cones” which encompass over 20 departments. For further information on PSI’s size, scope, structure, and strategy refer to www.psi.org.
- 2.0 **Information:** This Part I, Bidding Instructions and Procedures, will not form part of any resulting award or contract. It is intended solely for the information of prospective Bidders.
- 3.0 **Bidding Costs:** Bidders are under no obligation to prepare or submit bids in response to this RFP and do so solely at their own risk and expense. PSI does not undertake to reimburse any costs incurred, therefore.
- 4.0 **Review of RFP:** Bidders are solely responsible for the careful examination of all of the terms and conditions of this RFP and to comply fully therewith. Failure to do so will be at the Bidder’s risk and expense.

- 5.0 **Language:** All documents submitted in response to this RFP, as well as all correspondence in connection with the RFP, shall be in the English language.
- 6.0 **Clarifications:** Inquiries concerning this RFP must be submitted in writing, to be received by the date shown on the Cover Page. Such inquiries shall be sent by email, directed to a360procurement@psi.org. PSI is under no obligation to consider or respond to questions that are not received by that date.
- 7.0 **Bid Preparation:** Bidders should submit their responses to this RFP to include:
- A. **Technical Proposal:** Your proposal should provide basic information about you and your relevant service offerings. It should have a section addressing each of the following areas:
- a) Capability statement
 - Bidders' biography
 - A summary of the bidder's relevant experience.
 - The bidder's geographical overlap with the project
 - Any potential conflict of interest disclosures and mitigation measures.
 - b) Proposed approach
 - Description of the proposed approach to the RfP's scope of work.
 - How the approach will accommodate protracted restrictions on travel to the field.
 - c) References
 - Submit two (2) client references
- B. **Financial Proposal:** Bidder's pricing should be based on the following:
- a) Consultants workplan, number of days and daily rate
 - b) Any non-personnel costs and the justification
 - c) Any relevant charges imposed under the law such as taxes, duties, fees and levies.
 - d) For services performed in executing this SOW, the consultant will be paid no more than \$6,000
 - e) Bidders must complete and submit the attached Confidential/Non-disclosure Agreement (Part 4) to participate in this process.
- 8.0 **Bid Submission:** All proposals must be signed and dated by the bidder or an authorized signatory of the Bidder.
- a) Bidders are responsible for any errors; however, minor errors such as spelling, transpositions, and arithmetic errors will not prejudice the evaluation of a bid.
 - b) Proposals must be valid for at least ninety (90) days from the Date of Receipt.
- 9.0 **Bid Evaluation:** Bids will be evaluated based on,
- The relevance and depth of the bidder's experience.
 - The quality of the approach proposed.
 - The proposed cost.
- a) PSI reserves the right to change the bidding instructions or scope of work; should it do so, the RfP will be updated, and bidders notified through a public posting.
 - b) PSI will evaluate the bids based on value for money, not cost alone.
 - c) PSI has no legal obligations towards the winning bidder until a contract is signed and executed.
- a) The winning bidder will be subject to the terms and conditions contained in the Consulting Services Agreement (Part 3).
- 10.0 Bidders must share PSI's values and be aligned with its mission.

Part 2: RFP Scope of Work

Since 2016, A360 has employed human-centered design (HCD), meaningful youth engagement (MYE), and adaptative implementation in collaboration with young people and government health systems to create four interventions that address barriers to access and use of contraception among adolescent girls. These interventions position contraception as a tool that can help girls (and couples) achieve their self-defined aspirations, expand girls' contraceptive method choices, and strengthen health systems to be more responsive to the unique needs of adolescents. As a learning project, A360 has generated and documented considerable learning in its two-year design and two-and-a-half-year implementation phases.

In its follow-on investment, A360 will: adapt to improve effectiveness; work with governments to integrate A360-inspired approaches into government health systems for scale and sustainability; and generate learning that advances the ASRH sector's evidence and practice.

A360 is keen to ensure that the knowledge products and global goods it develops and the strategies it uses to disseminate these are fit for purpose. This means the knowledge products and global goods must be relevant, readable, high quality and actionable, and dissemination strategies must be responsive to the target audiences and operational context. The target audiences are SRH practitioners and policy makers in low resource settings.

This marks a shift away from A360's past approach which has been characterized by lengthy print and online technical publications and academic peer review journal articles, targeted at technical audiences at a global level, and disseminated through email, Twitter and A360's website. This shift demands a different approach that is grounded in insights into the target audiences. For instance, what is the reading culture like, what information sources are trusted, on what devices and through what forums is information accessed, and what aside from information dissemination is needed to support translation into practice and policy?

Scope of Work

A360 seeks a consultant to help it better understand the potential barriers to and determinants of knowledge translation among SRH practitioners and policy makers in low resource settings.

Objectives

The objective of this scope of work is to undertake a scoping review of literature to:

1. Document the barriers to knowledge translation.
2. Identify the determinants of knowledge translation.
3. Summarize global best and most promising practices on knowledge translation.
4. Propose recommendations on the specific best practices that A360 can purposefully adapt.

More specifically:

- 1) **Document the barriers to knowledge translation.**
 - a. What are the barriers to knowledge translation as described in literature?
 - b. Which barriers for knowledge translation specifically apply to low- and middle-income countries specifically those in Africa?

- c. Which barriers are relevant in knowledge translation of evidence related to adolescent sexual and reproductive health (ASRH)?
- 2) **Identify the determinants of knowledge translation.**
 - a. Which user-side (translator) factors increase the likelihood of knowledge translation?
 - b. Which producer-side factors increase likelihood for their products being translated?
 - c. Which product factors increase evidence use?
 - d. What environmental /contextual factors favour knowledge translation?
- 3) **Summarize global best practices on knowledge translation.**
 - a. What are global best practices that enhance knowledge translation?
 - b. Which best practices are most relevant to ASRH?
 - c. What are the most promising practices?
- 4) **Propose recommendations on the specific best practices A360 can purposefully adapt.**
 - a. With an understanding of A360, distil the best practices in 3 (i) and (ii) above and make specific recommendations on the best practices that A360 can adapt to improve knowledge translation within its implementation geographies and beyond.

Key deliverables

The following should be taken into consideration when executing the activities for the scope of work:

- Review should include relevant content sourced from peer reviewed publications, grey literature, websites, and reports.
- Conduct brief interviews with selected members of the program team to triangulate the findings.
- Although the review is specific to A360's efforts to improve knowledge translation, the content should be applicable beyond the project.
- The A360 team will review and provide input to a draft report.
- Compile a concise final report, under 20 pages, with limited number of annexures

Sample reference documents

To facilitate a good understanding of A360 and ensure that the review is well grounded, it will be essential to review a couple of project documents. Please see the below key documents for reference—this is not exhaustive of all relevant documents but offers a starting point.

1. The A360 technical briefs— <https://a360learninghub.org/technical-briefs-the-case-of-adolescents-360/>
2. ASRH research gaps- <https://www.guttmacher.org/report/research-gaps-in-sexual-and-reproductive-health>
3. Use of research evidence (review relevant articles)- <http://wtgrantfoundation.org/tag/use-of-research-evidence>

Candidate profile

A360 is looking for candidates with the following profile:

- Is already familiar with knowledge translation and can draw on this pre-existing knowledge.
- Has direct experience of working as a practitioner and/or policy maker in low-resource settings including countries in sub-Saharan Africa.
- Is experienced conducting evidence and literature reviews.
- Understands the shift A360 is seeking to make and the limitations of conventional approaches.
- Is available in April and May 2021.

Part 3: Terms

**CONSULTING AGREEMENT
BETWEEN
POPULATION SERVICES INTERNATIONAL (PSI)
AND
CONSULTANT NAME
PO # [REDACTED]**

This Consulting Agreement ("Agreement") is entered into as of [DATE] (the "Effective Date"), by and between **Population Services International**, 1120 Nineteenth Street, NW, Suite 600, Washington, DC 20036 ("PSI"), and CONSULTANT'S NAME ("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 Annex 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 his/her 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 him/herself available to perform the Services as and when requested, and for reasonable periods of time. In performance of the Services, Consultant shall at all times comply with all applicable PSI policies and procedures. The Consultant shall also, at his/her own expense, comply with all laws, rules and regulations applicable to his/her performance of the Services hereunder.

2. Term of Agreement.

Consultant will provide a total of 10 person days of effort between the dates of [enter start date] and [enter end date] unless extended by agreement of the Parties in accordance with Section 21 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. One day consists of 8 hours of work and the Consultant will only be compensated for 8 hours of work.

3. Compensation.

For Services performed during the Term, Consultant will be paid at the rate of \$[enter daily rate] per day (for a total compensation up to \$[enter total amount]). In the event that the Consultant has worked less than 8 hours a day, the daily rate will be prorated. The Consultant's fee will be paid based on invoices submitted for days worked or work completed.

5.

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 the Consultant is not a U.S. citizen or resident, the reporting of all payments to the proper government authorities will also be the sole responsibility of the Consultant.

5. Expenses.

PSI will reimburse Consultant for reasonable, necessary and properly documented expenses incurred by Consultant in connection with the performance of this Agreement, 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, the Consultant 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. Allowable, 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 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 [Program Manager], [Title]. All invoices must be accompanied by a detail 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 2. 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 19th Street, 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 he/she is an independent contractor, who is not an employee or agent of PSI, and 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 him/her 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 he/she:

[i] Undertakes any assignment under this Agreement voluntarily, and with full knowledge of its risks and dangers;

[ii] Takes full personal responsibility for his/her safety, security and health;

[iii] Freely assumes all risk of harm to or loss of health, life or property; and

[iv] Releases and forever discharges 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 may suffer as a result of performance of the Services for PSI.

8. Travel, Medical and Evacuation Insurance and Security Training

This consultancy is not associated with any travel requirements.

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, alone or with others, in the course of, or as a result of, his/her 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 his/her possession or control 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 Consultant's possession or control, 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 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 will hold such information secret and will not:

- a. use such information for any purpose other than performance of this Agreement; or
- b. 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 his/her qualifications 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 the Consultant, 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 he/she 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 anyone who may claim any right due to any relationship with PSI, for any acts or omissions 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. PSI will hold Consultant harmless for any obligations, costs, claims, judgments, attorneys' fees and expenses arising from the services performed by Consultant under this Agreement, except when the same are due to the negligence, or the willful or intentional misconduct of Consultant.

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 actual number of days worked prior to the effective date of termination. In addition, PSI will reimburse Consultant for travel time, if any, to his/her point 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 has 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 start date and 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: [name of contact]), Telephone: 202/785-0072, Telefax: 202/785-0120, and email: [email address].

To Consultant: Contact Name, [Full Mailing Address], Telephone: [phone number], Telefax: [fax number], and email: [email address].

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 law 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

**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT
BETWEEN
POPULATION SERVICES INTERNATIONAL
AND
BIDDER**

This Confidentiality and Non-Disclosure Agreement (the "Agreement") is made as of the XXth day of XXXX (the "Effective Date") between **POPULATION SERVICES INTERNATIONAL**, of 1120 Nineteenth Street NW, Suite 600, Washington D.C. 20036 ("PSI"), and **[INSERT NAME]**, of **[INSERT ADDRESS]** ("Bidder") (together, the "Parties").

WHEREAS, Bidder wishes to submit a bid for services in response to a request for proposals ("RFP") to be issued by PSI for **[DESCRIBE SERVICES]** and wishes to obtain certain Confidential Information, as defined herein, in order to be responsive to the RFP; and

WHEREAS, PSI wishes to provide such Confidential Information for the limited purpose of enabling Bidder to make a bid in response to the RFP, and with the confidence that such information will be protected and remain confidential;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereby agree as follows:

Section 1: Confidential Information

[a] In order to enable Bidder to submit a bid in response to the RFP, and solely in connection therewith, PSI may furnish or provide access to certain PSI confidential and/or proprietary information ("Confidential Information").

[b] Confidential Information includes, but is not limited to, information about PSI's products, services, intellectual property, work product, operations, personnel, strategies, research, policies, systems, budgets, finances, prices, programs, business relationships, business plans, proposals and other information about PSI that is not generally known outside PSI.

[c] Confidential Information does not include information which Bidder can prove;

[1] Was known to Bidder at the time of its disclosure;

[2] Was, at the time of receipt, or thereafter becomes, generally available to the public, other than as a result of disclosure by Bidder in violation of this Agreement;

[3] Became available to Bidder on a nonconfidential basis from a source other than PSI, provided that such source was not bound by a confidentiality agreement; or

[4] Was compelled by order of a court or governmental agency to be disclosed. Bidder will, if possible, provide PSI with notice of the order in time for PSI to challenge the order or seek an appropriate protective order.

Section 2: Bidder's Obligations

Bidder agrees that:

[a] It will not disclose Confidential Information to any person outside of PSI, or use such Confidential Information for any purpose other than the purposes for which it was shared or disclosed;

[b] Bidder will limit access to Confidential Information to such of its personnel as are directly involved in preparing Bidder's bid in response to the RFP, and only after informing such personnel of their obligations under this Agreement. No disclosures of Confidential Information shall be made to independent contractors without the prior written consent of PSI.

[c] Bidder will not copy, duplicate or make summaries or excerpts of Confidential Information except as necessary for preparation of a bid in response to the RFP.

[d] At the request of PSI, or upon the award of a contract under the RFP to Bidder or another party, whichever is earlier, Bidder will return to PSI all documents, notes, summaries or other materials, however stored, which belong to PSI, contain or relate to Confidential Information, or which came into Bidder's custody or possession in the course of performance of this Agreement. Notwithstanding the foregoing, Bidder will not be obligated to erase Confidential Information contained in its archived computer system backup made in accordance with its security and/or disaster recovery procedures as such archived copy will:

- (i) Eventually be erased or destroyed in the ordinary course of such Bidder's data processing procedures; and
- (ii) Will remain fully subject to the obligations of confidentiality stated herein, until the earlier of the erasure or destruction of such copy, or the expiration of the confidentiality obligations set out in this Agreement.

Section 3: Injunctive Relief

The Parties acknowledge that a remedy at law for breach of this Agreement will be inadequate and that damages resulting from breach are not readily measurable in monetary terms. Accordingly, in the event of a breach (or threatened breach) of this Agreement, and in addition to other available remedies, PSI will be entitled to immediate injunctive relief and may obtain an order restraining any threatened or future breach.

Section 4: Governing Law

This Agreement will be construed and enforced in all respects in accordance with the laws of the District of Columbia. In the event of any litigation arising at any time with respect to the subject matter hereof, it is agreed that the venue of such litigation will be the District of Columbia.

Section 5: Non-Waiver

The waiver by PSI of a breach of any provision of this Agreement will not operate or be construed as a waiver of any other or subsequent breaches.

Section 6: Entire Agreement

This Agreement constitutes the complete, exclusive and final agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior written or oral agreements between the Parties. In reaching this agreement, no Party has relied upon any representation or promise except those expressly set forth herein. No modification or amendment to this Agreement will be binding upon the Parties unless it is in writing and executed by both Parties.

**POPULATION SERVICES
INTERNATIONAL**

[BIDDER'S NAME]

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

CONFLICT OF INTEREST CERTIFICATION

Introduction

In furtherance of our mission and obligations as a recipient of donor funding, PSI is dedicated to the highest levels of professionalism, integrity, fairness, and legal compliance in all aspects of our work, including procurement. PSI also expects its consultants to conduct themselves in an ethical manner above reproach. Accordingly, PSI requires all consultants to disclose any real, potential or apparent conflicts of interest, and to comply with PSI directions for addressing them.

Our policy is to err on the side of transparency. Conflicts will generally be deemed to exist when a consultant is in a position to make or participate in a decision or recommendation on behalf of PSI that could benefit, or be perceived by others to benefit, the consultant or someone close to him/her. PSI reserves the right, in its sole discretion, to decide how to address any such conflicts, including possibly withdrawing or terminating the consultancy.

At the beginning of each engagement, PSI consultants are required to sign the form below certifying current and future compliance with the principles outlined. Existing or reasonably foreseeable conflicts must be disclosed in writing prior to contract execution. Conflicts identified after contract execution must be disclosed in writing promptly after they are discovered. Refusal to sign this certification or failure to comply with its terms may be considered a material breach of the consulting contract, for which PSI reserves the right to take remedial action, including possible termination.

Thank you very much for helping PSI to maintain its reputation for integrity and effectiveness. Please contact your PSI project manager if you have any questions regarding this form or PSI's conflicts policy, or if you require guidance concerning a potential conflict of interest.

Certification

As a condition of my engagement by PSI to provide consulting services, I hereby certify that neither I, nor any member of my immediate family (spouse, children, siblings and parents) will at any time during the period of my contract or performance of services for PSI, except as accurately and completely disclosed to PSI in writing and/or authorized by PSI beforehand:

1. Influence or seek to influence PSI's procurement process, or other business, administrative or operational decisions with the intention to obtain, or in a manner that leads or appears to be designed to lead to, personal gain or advantage.

2. Use or seek to use my position or relationship with PSI, any aspect of performance of my consulting services, or any information (including confidential or proprietary information), knowledge or know-how obtained at PSI (unless such information, etc., is public knowledge) to promote my personal interests, or that of any individual(s) or organizations(s) other than PSI.

3. Participate in the selection, award or administration of a PSI contract, subcontract, grant, subgrant,

or other funding award in circumstances where I or an immediate family member(s), business partner(s), or an organization that employs any of them, has a financial or other interest in a person or entity being considered or selected for an award.

4. Misrepresent, withhold, or falsify information to be reported to external parties or used internally for decision-making, for personal gain or gain by any individual or organization other than PSI.

5. Without full and prompt disclosure to PSI, provide consulting services to, serve as a director, officer or employee of, or have a financial interest in, an entity that I know, or have reason to know, works with PSI on, or is in competition with PSI for, the same project, program, contract, or scope of work.

6. Seek to obtain a contract for myself or a company that employs me if I participate in developing the scope of work or specification of goods and services for such contract.

7. Have personal or business relationships with any member of PSI staff involved in the selection process for this consultancy.

8. Offer, provide, solicit, or accept anything of value, including, but not limited to, gifts, funds, donations, entertainment, expensive meals, services, or favors to or from anyone in return for, or in appreciation of, favorable consideration in the award of this consulting contract.

9. Take any action or involve myself in any way in activities or behaviors outside PSI that may compromise PSI's reputation or imply PSI sponsorship of, or support for, an activity or undertaking unrelated to PSI.

I understand that this certification cannot address all possible conflicts of interest, will use good judgment to avoid any appearance of impropriety and disclose any situations that raise legal or ethical concerns.

Please check the appropriate line below.

___ I certify that I have read and understood this document and am not aware of any actual or potential conflicts of interest at this time.

Or

___ I certify that I have read and understood this document and have notified PSI in writing of one or more potential conflict(s) of interest for its consideration.

Consultant's Signature

Date

Printed Name of Consultant