



The Asia Foundation

RFQ No: TAF-SEAll (Education)-September-2020-029

**Request for Quotations
(Supply of Solar Panel System)**

Project: TAF-Survey Project

Issue on: September 21, 2020

Closing on: October 05, 2020

Dear Sir / Madam:

We kindly request you to submit your quotation(Cost Proposal) for the Supply of SOLAR PANEL SYSTEM to be installed at **Zanan e Afghan Moraa Private Institute of Higher Education (MORAA)** , Kabul Afghnaitan , as detailed in Annex-I of this RFQ. When preparing your response (quotation), please be guided by the form attached hereto as Annex-II.

Quotations(responses) may be submitted on or before 03:00 pm, October 05, 2020 Kabul time and via e-mail to the following e-mail address-

country.afghanistan.procurement@asiafoundation.org

*Do not forget to indicate **RFQ No: TAF-SEA II(Education)-September-2020-029** in the Subject line of your email.*

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by the Foundation after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your quotation by email, kindly ensure that they are signed, carrying the company seal/ stamp and in the .pdf format, and free from any virus or corrupted files.

Please take note of the following requirements and conditions pertaining to the supply of the above-mentioned goods/ services:

Delivery Terms	<input checked="" type="checkbox"/> The Asia Foundation, Country Office, Kabul, Afghanistan
Custom clearance if needed, Shall be done	<input checked="" type="checkbox"/> Supplier / Offeror Not Required under this RFQ – to be managed by TAF-AG.
Exact Address / es of Delivery Locations/s (Identify all if multiple)	The Asia Foundation House 3 861, Street # 1 Behind Ghazanfar Bank Sub-Street of Shirpour Project, Kabul, Afghanistan
TAF-AG Preferred freight Forwarded, if any	Local – By hand
Distribution of shipping documents (if using freight forwarder)	N/A
Latest Expected Delivery Date & Time for assignment completion (if delivery time exceeds this, quote may be rejected by TAF-AG)	<input checked="" type="checkbox"/> 10 days from the issuance of the Work Order/ Service Agreement
Delivery Schedule	<input type="checkbox"/> Required
Packing requirements	<input type="checkbox"/> Required – Please Refer to ToR
Mode of Transport	<input type="checkbox"/> Air <input type="checkbox"/> Land - N/A <input type="checkbox"/> Sea -N/A <input type="checkbox"/> Other [pls. specify]
Preferred Currency of Quotation	<input type="checkbox"/> USD <input checked="" type="checkbox"/> AFN
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be inclusive of VAT and other applicable indirect Taxes
After Sales Service	<input checked="" type="checkbox"/> Not Required
Deadline for the Submission of Quotations	Sunday , October 5, 2020
All documents, including catalogues, samples, instructions etc. shall be in this language	<input checked="" type="checkbox"/> English
Documents to be submitted	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex-II, and in accordance with the List of Requirements in Annex-I; <input checked="" type="checkbox"/> Duly Accomplished Form with the company background information as provided in Annex -III <input checked="" type="checkbox"/> Company Profile (brief description of / background of the company) <input checked="" type="checkbox"/> Certificate of Business Registration

	<input checked="" type="checkbox"/> Soft copy samples of previous works (No more than 3 Mb, must be in zip if more than three samples being provided kindly send them in zip files and as separate emails attachments).
Period of Validity of Quotes Starting for Submission date	<input checked="" type="checkbox"/> 90 days In exceptional circumstances, TAF-AG may request the vendor to extend the validity of the Quotation beyond what has been indicated in the RFQ.
Partial Quotes	<input checked="" type="checkbox"/> Not Permitted
Payment terms	<input checked="" type="checkbox"/> 100% upon completion of Task
Liquidated Damages	<input checked="" type="checkbox"/> 3% of the contract amount for every five days of delay up to a maximum of 10 days, thereafter the contract/ work order may terminated.
Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness / full compliance to specifications and requirements <input checked="" type="checkbox"/> Competent Pricing / Lowest price and Time lines for completion of job work. <input checked="" type="checkbox"/> Full acceptance of the PO / Contract General Terms & Conditions Non-acceptance of the terms of the GTC shall be grounds for disqualification from this procurement.
TAF-AG will award to	<input checked="" type="checkbox"/> One Supplier (single service provider)
Type of Contract to be signed	<input checked="" type="checkbox"/> Work Order/ Service Agreement
Special conditions of the contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery / completion of work is delayed by 10 days.
Condition for Release of Payment	<input checked="" type="checkbox"/> Written acceptance of Goods based on full compliance with RFQ Requirements.
Annexes to this RFQ	<input checked="" type="checkbox"/> Technical Specifications of the Service required – Annex-I <input checked="" type="checkbox"/> Form for Submission of Quotation – Annex -II <input checked="" type="checkbox"/> Offer to comply with other Conditions and Related Requirements Form (Table 1). <input checked="" type="checkbox"/> Company Background Information Form (Annex -III) <input checked="" type="checkbox"/> General Terms & Conditions / Special Conditions (Annex -IV)
Contact Person for Inquiries (Written inquiries only)¹	<p style="text-align: center;">country.afghanistan.procurement@asiafoundation.org</p> <p>Any delay in TAG-AG 's response shall not be used for extending the deadline for submissions of responses / proposals / quotations, unless TAF-AG determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>

Goods offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of TAF-AG requirements. The quotation that complies with all the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by TAF-AG. The unit price shall prevail, and the total price shall be corrected. If the supplier does not accept the final price based on TAF-AG's re-computation and correction of errors, its quotation will be rejected. After TAF-AG has identified the lowest price offer, TAF-AG reserves the right to award the contract based only on the prices of the goods in the event that the transportation cost (freight and insurance) is found to be higher than TAF-AG's own estimated cost if sourced from its own freight forwarder.

At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by TAF-AG after it has received the quotation. At the time of award of Contract or Purchase Order, TAF-AG reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum ten per cent (10%) of the total offer, without any change in the unit price or other terms and conditions.

Any Work Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions (GTC) of TAF-AG herein attached as Annex 3.

TAF-AG is not bound to accept any quotation, nor award a contract/Work Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

TAF-AG encourages every prospective Vendor to avoid and prevent conflicts of interest, by disclosing to TAF-AG if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ. TAF-AG implements a zero tolerance on fraud and other proscribed practices, and practices and is committed to identifying and addressing all such acts and practices against TAF-AG, as well as third parties involved in TAF-AG activities. TAF-AG expects its suppliers to adhere to the Foundation' Code of Business Ethics and Conflict of Interest Policy found as Annex -V & VI in this RFQ.

Thank you and we look forward to receiving your quotation.

Sincerely yours,

S/d

Director Procurment-TAF/AG

country.afghanistan.procurement@asiafoundation.org

September 21, 2020

Introduction:

The Asia Foundation (TAF)

The Asia Foundation is a non-profit, non-governmental organization committed to the Development of a peaceful, prosperous, just, and open Asia-Pacific region. Drawing on 60 years of experience, the Foundation supports Asian initiatives to improve governance, law, and civil Society; women's empowerment; economic reform and development; sustainable development, Environment and international relations. With a network of 18 offices throughout Asia, an Office in Washington, D.C., and its headquarters in San Francisco, the Foundation addresses these Issues on both a country and regional level. In Afghanistan, the Foundation supports four main. Priority program areas: governance and law, women's empowerment, education, and survey and Knowledge development. In addition, the Office works in three exploratory areas: regional Cooperation, economic growth and development and development, and conflict management and Peacebuilding. (www.asiafoundation.org)²

¹ This contact person and address is officially designated by the TAF-AG senior leadership. If inquiries are sent to another person/s or address/es, even if they are the Foundation staff. TAF-AG shall have no obligation to respond nor can TAF-AG confirm that the query was received.

²When the information is available in the web, a URL for the information may be provided

Terms of Reference / Technical Specifications

Background:

In Afghanistan, the Foundation, through the support of the United States Agency for International Development (USAID), is implementing a six-year umbrella project titled Strengthening Education in Afghanistan (SEA-II). The goal of SEA-II is to improve institutional capacity, operations, management, and programming of educational institutions and civil society organizations in Afghanistan that implement activities in line with higher and basic education needs of Afghanistan as expressed in the Ministry of Higher Education (MoHE) and Ministry of Education (MoE) strategic plans as well as the USAID-Afghanistan strategy.

Under SEA-II, the Foundation has an activity to Support Moraa University – the only women’ university in Afghanistan. Moraa Educational Complex (MEC) was established to address gender gap in accessing secondary and higher education among young Afghan women. Established in Kabul, MEC is a unique educational institution, catering solely to female students, from kindergarten, high school, and midwifery school. MEC is capable of providing education in midwifery, nursing, medical technology, anesthesia, radiology, pharmacy, dentistry and physiotherapy, and offers degrees in medicine, computer science, business administration and education. Presently, MEC provides dorm facilities in a safe, secure, and an Afghan female cultural environment to 960 students.

Description		Delivery Location	Quantity	Specifications
1	Supply and Insulation of a Solar panel System to provide Power / electricity to the Residential blocks , Office Blocks and Gymnasium at the MORAA facility (Campus)	MORRA Campus	The Final quantity of all proposed Equipment to be assessed by the Bidding agency after site visits.	14m (width) x 50m (Length) 25m (width) x 50m (Length)
Packing and delivery of goods:		To be supplied in original company packing and to be delivered at the MORAA campus.		

Note to Bidding Agencies :

All Potential Interested Bidders would have to formally visit the MORAA Campus to carry out a site visit before officially submitting their bids to the Foundation. The Site Visit to the MORAA campus is to take place on ***Thursday October 1, 2020*** – one week before the Bid closing date.

All Interested parties are required to provide the name and contract details of their authorized representative who would be carrying out site visit.

Bids submitted without a formal site visit will not be entertained. Site visit is compulsory for every qualifying agency / bidding company.

All interested Bidders are required to submit the details of the representative attending the site visit at country.afghanistan.procurement@asiafoundation.org on or before September 29, 2020. Name and details provided after September 29, 2020 will not be entertained.

Siet Asseement Procedure:

- All Interetsed parties / bidders / companies who wish to submit their Quotation ar erequired to carry out the site visit of the MORRA facility in ordr to assess the actual need and quantities.
- Bidders are required to send their technical person to carry out the site visit who will assess the site and it’s actual power / electicity requirements and peprare a formal site report.
- Your Quotaton / Cost proposal whould be supported with your assessment report.
- Quotations or cost proposals that are not accompanied by the assessment report shall not be entertained / accepted.
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Time Frame:

Announcement of RFQ	September 21, 2020
Closing date for RFQ	Sunday , October 05, 2020
Opening & Evaluation of all submitted bids	October 06, 2020
Announcing the winning agency	October 07, 2020
Discussing the Work plan, schedules and terms of Reference to the Supply Contract with Selected Agency	October 8, 2020
Signing off on the Agreed Service /Work contract	October 11, 2020

Work Schedule and time lines

The selected Agency would be provide **45 days** to commence and complete the work from the date of signing the Supply order. In case of any failure of work completion , the slected agency would be liable to pay a penalty to the Foundaiton.

Bidding agencies are required to provide for agter sales servces in their cost proposals.

FORM FOR SUBMITTING SUPPLIER / SERVICE PROVIDER QUOTATION³
 (This form must be submitted only using the Supplier's / Service Provider's Letterhead /stationary)⁴

We, the undersigned, hereby accept in full the TAF-AG General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of TAF-AG as per RFQ Reference No. TAF-SEA II (Educaiton) - SEPT-2020-029

Table 1: Offer to provide services Compliant with the Technical Specifications and Requirements

Item #	Description / Specification of Services / Goods	Part / sr. No	Quantities	Latest Delivery date	Unit Price	Total Price
1						
2						
3						
4						
5						
	Total Price of services (Printing of books)⁵					
	Add: Shipping cost:					
	Add: Cost of After Sales Service :					
	Add: Other Cost (pls. Specify)					
	Total final and all -Inclusive Price Quotation					

Table 3: Offer to comply with other Conditions and Related requirements:

Other Information pertaining to our Quotation as as follows:	Your Responses		
	Yes, we will Comply	No, we ca not comply	If you ca not comply, pls. indicate counter proposal
Deleively lead time			
Agrees to Time Frame & Work Plan			
Validity of Quotation			
All Provisions of TAF-AG General Terms & Conditions			
Other requirements [Pls. specify]			
Samples to provided prior to printing			

All other information that we have not provided automatically implies that our full compliance with the requirements, terms and conditions of the RFQ.

Name of Supplier/ Service Provider: _____ (Authorized person only)

Signature of Supplier/ Service Provider: _____ (Authorized person only)

Designation: _____

Date: _____

³This serves as a guide to the Supplier/ service provider in preparing the quotation and price schedule.

⁴Official letterhead/ stationary must indicate contact details -address, email. Phone numbers and fax numbers (if any) -for verification purposes.

⁵Pricing of goods/services should be consistentwith INCO terms mention din the RFQ.

Reference: TAF-SEA II (Education)-September -2020 -029

COMPANY BACKGROUND INFORMATION

Each Legal entity submitting quotations shall complete the following form:

1.	Name of Legal Entity (Offeror):	
2.	Name of Business (Company name):	
3.	Legal Address:	
4.	Telephone No: a) Landline -	(with Country Code)
	b) Mobile -	
5.	E-mail Address:	
6.	Country of Registration:	Year of Registration:
7.	Registration Certificate Issued by: (Name of Institution)	
8.	Name & Designation of the Head of the Company:	
9.	Company's Contact Details:	
	Address:	Phone #:
		Phone #:
		Phone #:
		Email Id:

.....
Signature

.....
[In the capacity of]

Duly authorized to sign the Company Background Information for and on behalf of
[Company Name]

The Asia Foundation**GENERAL TERMS & CONDITIONS**

The following capitalized terms are used in the General Terms & Conditions (GTC) as defined below:

Agreement: the funding agreement between the Foundation and the Recipient to which these GTC are attached.

Foundation: The Asia Foundation

Funder: The Asia Foundation's funder and ultimate source of the money being provided to the Recipient.

Recipient: the organization receiving the grant or contract from The Asia Foundation.

The GTC are attached to and are an integral part of the Agreement with the Recipient. Furthermore, the Recipient must include the GTC requirements in all sub grants and subcontracts that it makes under the Agreement.

NOTICES

Any notices given by The Foundation or by the Recipient must be given in writing and either delivered in person or mailed to The Foundation or to the Recipient address used in the Agreement document.

TERRORISM & ILLEGAL ACTIVITIES

The Recipient certifies that it does not transact with or provide any support to individuals or organizations associated with terrorism, and that it does not engage in or support illegal activities, including drug trafficking.

DEBARMENT & SUSPENSION

The Recipient certifies that neither it nor any of its directors or officers is presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in this transaction by any government department or agency, including by any foreign government department or agency.

The Recipient agrees to notify The Foundation immediately of a change in the above.

NON-LIABILITY

Neither The Foundation nor the Funder assumes any liability for any claims for damages arising from the Agreement.

TERMINATION & SUSPENSION

The Agreement may be terminated or suspended, in whole or in part, at any time by The Foundation by sending written notice to the Recipient stating the effective date. On receiving such a notice, the Recipient must immediately minimize expenditures and cancel commitments whenever possible. Within 30 calendar days after the effective date of a full termination, the Recipient must repay all unexpended Foundation funds. If the termination is partial, the terms will be set down in an amendment to the Agreement.

AMENDMENT

The Agreement document may be amended only by a written amending agreement document prepared by The Foundation and signed by an official of the Recipient.

DISPUTES

Any dispute under the Agreement will be decided by The Foundation's Project Manager; the Project Manager will give the Recipient a written copy of the decision. Decisions of the Project Manager will be final unless the Recipient appeals the decision to The Foundation's Representative within 30 days. The appeal must be in writing and a copy must be sent to the Project Manager at the same time. To facilitate review by the Representative, the Recipient will be given an opportunity to submit written evidence in support of the appeal, but no hearing will be held. The

decision of the Representative will be final.

TRADEMARK & BRANDING

The Recipient agrees to cooperate with The Foundation in the application of any trademarks and other brand markings required by The Foundation or the Funder.

RELIGIOUS ACTIVITIES

If the Recipient is a faith-based organization and engages in religious activities, such as worship or religious instruction, it must offer those services at a different time or location from any programs or services directly funded by this award, and participation by program beneficiaries in any such religious activities must be voluntary.

The Recipient agrees not to discriminate against or to favor program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice.

If the Recipient makes sub grants or subcontracts under the Agreement, faith-based organizations should be eligible to participate on the same basis as other organizations and should not be discriminated against or favored on the basis of their religious character or affiliation.

REPORTING OF TAXES PAID ON PURCHASES

In general, USG funding is exempt from host country taxes, and the Foundation may be able assist the Recipient in obtaining tax exemptions for major purchases made under the Agreement if needed. However, the Recipient is required to report the amount of taxes paid on the purchase any equipment or supplies having a value of US\$ 500 or more, made with funds provided under the Agreement. Reporting on taxes paid is submitted with the Recipient's regular periodic reporting of activities and expenditures made under the Agreement.

DISABILITIES

The Recipient agrees not to discriminate against people with physical or mental disabilities in the implementation of this project; and further agrees, to the extent practical and consistent with purposes of the Agreement, to include them as direct or indirect beneficiaries of the project.

AFGHANISTAN GOVERNMENT INCOME TAX OBLIGATION (FOR COMPANIES BASED IN AFGHANISTAN)

According to the new Afghanistan Government's Income Tax obligation, all institutions, for-profit or not-for-profit organizations, are subject to a tax of 2%, if the organization has already been registered and holds a certificate/license from Afghanistan agencies. If the organization is not registered with the Afghan government agencies, or the services provided are not listed on the organization's certificate / license, the organization shall be subject to a tax of 7%. (*Refer to Tax withholdings on the website of the Ministry of Finance Afghanistan, www.mof.gov.af/?p=Article%2072*).

Additional terms & Conditions:

ACCEPTANCE OF THE PURCHASE ORDER

A Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of a Purchase Order shall affect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind TAF-AG unless agreed to in writing by a duly authorized official of TAF-AG.

PAYMENT

TAF-AG shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 10 working days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.

Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.

Unless authorized by TAF-AG, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.

The prices shown in the Purchase Order may not be increased except by express written agreement of TAF-AG's Country Representative.

FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under the agreed Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by TAF-AG, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods⁶.

INSPECTION

TAF-AG shall have a right to inspect the goods at the printing company site and to reject or refuse acceptance of goods if they are not conforming to the agreed Purchase Order; payment for goods pursuant to the Purchase Order shall not be deemed an acceptance of the goods. Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

CHILD LABOUR

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, which requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

Any breach of this representation and warranty shall entitle TAF-AG to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of TAF-AG.

OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of TAF-AG' has received or will be offered by the Contractor any direct or indirect benefit arising from this RFQ or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this RFQ.

THE ASIA FOUNDATION CODE OF BUSINESS ETHICS AND CONDUCT

Introduction

The Asia Foundation is committed to transparency, honesty and integrity in all of its work and efforts in support of its mission and on behalf of its donors and supporters worldwide. The Foundation is committed to complying with all laws and regulations applicable in the United States and in the countries in which it operates; and to promoting ethical behavior in its work and in that of its partners and sub-recipients. Foundation employees are expected at all times to act in good faith, with honesty and integrity, and in furtherance of the organization's mission, goals and purposes. These commitments are made to strengthen The Asia Foundation as a mission-driven organization and to preserve its ability to deliver high-quality programs conducted according to the highest ethical standards.

This Code of Business Ethics and Conduct sets forth the standards for ethical behavior, legal compliance, and business and professional conduct for Foundation employees, Trustees, consultants and sub-recipients. Every employee has the right to work in a safe and ethical environment. With this right comes the responsibility to act in accordance with the Foundation's core values and this Code. Adherence to these values and principles, enacted through the Foundation's policies and procedures, is critical to the Foundation's success.

Compliance

Trustees and employees have a responsibility to understand and comply with this Code of Business Ethics and Conduct, and employees must certify in writing annually that they have received, read, understand and will comply with this Code.

In addition, as recommended or required by government regulators, funders or other authorities, the Foundation may provide this Code to certain outside parties and require a written commitment to comply, as appropriate. These parties could include consultants, partners, sub-recipients, vendors and other external parties as determined from time to time by the Foundation.

A violation of the Code may result in disciplinary action up to and including termination. Employees' questions about compliance with this Code should be referred to their supervisor, Field Office Human Resources officer, the Executive Vice President, or the Chief Human Resources Officer.

General Principles

1. The Board of Trustees, employees, consultants and sub-recipients are expected to **act with honesty and integrity** in fulfilling all duties and responsibilities, including in engagement with the Foundation's donors, fellow board members, fellow employees, program partners, the public, the business community, clients, suppliers, other organizations and government authorities. No individual or entity acting on behalf of the Foundation may take unfair advantage through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or other unfair business practices.
2. Trustees, employees, consultants and sub-recipients are expected to **comply with all laws, regulations, and other official directives** governing personal and Foundation activities in the U.S. and all countries in which the Foundation operates. It is important to avoid any actions that might create the appearance of violating laws or any standards of ethics or conduct covered by this Code. Employees who have questions, are aware of illegal acts or encounter a conflict between the laws of the U.S. and another country that relate to the Foundation

should consult with their supervisor, the Country Representative, the Executive Vice President, the Director of Internal Audit, the Chief Human Resources Officer, or the Chief Financial Officer. Please refer to the Whistleblower policy for additional guidance.

3. Trustees and employees **refrain from decisions involving employment or any other business of the Foundation that may present or appear to present a conflict of interest.** In addition, the Foundation attempts to prevent and detect conflicts of interest involving its partners, consultants, sub-recipients and vendors. Each employee and board member has a duty of loyalty to the Foundation and must, at all times, place loyalty to the organization and its mission above personal gain. Trustees and employees avoid any action or omission that might harm the Foundation's reputation.
4. Trustees, employees, consultants, and sub-recipients are expected to **conduct themselves in a professional, respectful and culturally appropriate manner** at all times and in all situations in which they are representing the Foundation in any way.
5. Foundation employees and board members **treat others with respect and dignity, consistent with Foundation policies on nondiscrimination and sexual harassment.** Foundation policy prohibits unlawful discrimination against employees, Trustees, consultants, sub-recipients and other external parties on account of race, color, age, gender, sexual orientation, religion or national origin.
6. Trustees and employees **do not use Foundation property or resources for personal gain.**
7. Trustees, employees and other party's privy to this Code **report any known or suspected illegal, unethical, or wasteful activity and violations of this Code** of which they become aware in accordance with the Foundation's Whistleblower Policy. Recipients of reports of wrong-doing follow established procedures and protocols to determine whether a situation or condition requires investigation and, ultimately, a formal report to the donor. In the case of U.S. government funding, reporting to law enforcement officials and/or the affected government agency may be required.

THE ASIA FOUNDATION
CONFLICTS OF INTEREST POLICY

Purpose

This Policy establishes guidelines and procedures regarding timely and proper disclosure of possible conflicts of interests which an employee, Trustee or other party doing business with the Foundation may have in connection with job duties, responsibilities and/or Foundation business. This disclosure is necessary so that management or the Board may review and approve each potential conflict, as necessary, to protect the best interests of the Foundation.

Because of its charitable and public mission, the Foundation has a special obligation to uphold the public trust. Each employee and Trustee of the Foundation, therefore, is required to act in the best interest of the Foundation, to avoid the appearance of a conflict between his or her personal interest and the interests of the Foundation and to ensure that he or she does not benefit personally from his or her position as an employee or Trustee. In addition, Foundation employees and Trustees are required to report potential conflicts of interest to the Foundation.

A conflict of interest is defined as a situation in which a person, such as an employee, Trustee, a public official, or a professional, has a private or personal interest that influences or could appear to influence the objective exercise of his or her official duties. (Examples include: employee's family members working for or serving on the board of partner organizations or sub-recipients; employees or family members holding an ownership interest in the Foundation's vendors; misuse of confidential information to benefit the employee or employee's family member.)

Policy

- 1 Conflicts of interest must be reviewed and approved as provided below. Not all conflicts of interest require termination of the relationship. Some conflicts may be resolved through full disclosure, thoughtful review, and a mitigation plan as agreed with Foundation management.
- 2 The Foundation expects and requires employees and Trustees to be honest and ethical in their handling of actual or apparent conflicts of interest between personal and business relationships. If a Trustee or an employee, spouse, domestic partner or any other member of a Trustee's or employee's immediate family has or is considering a financial or organizational interest in a Foundation competitor, contractor, consulting firm, customer, vendor, donor or funding recipient, the Trustee or employee should promptly disclose this interest to the Executive Vice President who serves as the Foundation's Ethics Officer. Financial or organizational interest would include serving as an employee, consultant, business partner, investor, borrower, lender, beneficiary, or paid or unpaid board member or trustee of any of the above-mentioned organizations. If the Foundation determines that the interest disclosed presents an actual or potential conflict with the interests of the Foundation, the Trustee or employee will be directed to take appropriate steps to avert or resolve such conflict.

Conflicts of interest occur if the Trustee or employee, or any other person having a close personal relationship¹ with the Trustee or employee:

¹ Close personal relationships refer to the Trustee's or Employee's spouse or domestic partner, parents, children, siblings, mothers- and fathers-in-law, sons- and daughters-in-law, brothers- and sisters-in-law, aunt, uncle, any person living in the same home with the Trustee or Employee or any business associate of the Trustee or Employee.

- a. obtains a significant financial or other beneficial interest in one of the Foundation's suppliers, customers, partners or competitors without first notifying the Foundation and obtaining written approval from the Ethics Officer or his or her designee;
 - b. engages in a significant personal business transaction involving the Foundation for profit or gain, unless such transaction has first been approved in writing by the Executive Vice President or his or her designee;
 - c. accepts money, gifts of other than nominal value, excessive hospitality, loans, guarantees of obligations or other special treatment from any supplier, customer or partner or competitor of the Foundation (loans from lending institutions at prevailing interest rates are excluded);
 - d. participates in any sale, loan or gift of Foundation property without obtaining written approval from the Executive Vice President or his or her designee;
 - e. learns of a business opportunity through association with the Foundation and discloses it to a third party or invests in or takes the opportunity personally without first offering it to the Foundation;
 - f. uses corporate property, information, or position for personal gain; or
 - g. competes with the Foundation.
- 4 If a Trustee, the President or Executive Vice President of the Foundation has a possible conflict of interest, the situation should be promptly and fully disclosed to the Audit Committee Chair via the Conflict of Interest Policy Acknowledgment and Disclosure Form. If any other employee has a possible conflict of interest, the situation should be promptly and fully disclosed to the Executive Vice President via the Conflict of Interest Policy Acknowledgment and Disclosure Form. A copy of the disclosure form should be sent to the employee's supervisor simultaneously. The Executive Vice President or his/her designee will follow up with the employee and his/her supervisor as required by this policy.
 - 5 The Foundation shall have on file a disclosure statement from each employee and Trustee. The disclosure of a financial or other beneficial interest does not mean that the Foundation will deem it significant or substantial enough to be prohibited. Each case will be decided on an individual basis.
 - 6 After review, the Executive Vice President will forward all disclosure statements to the Chief Human Resources Officer for retention in the employee's personnel file. The Chief Human Resources Officer will ensure that all employees submit a completed disclosure statement upon hire and at least annually thereafter. The Chief Human Resources Officer also will be responsible for notifying the Executive Vice President that such statements are on file. It is the Executive Vice President's responsibility to notify the President and Audit Committee Chair of significant and sensitive disclosures and exceptions.
 - 7 Violations of the Conflicts of Interest Policy may result in disciplinary action up to and including termination of services.