

Request for Quotation

Procurement title	Request for Quotations – RFQ# KBL-HSR-041 FGGO Providing External Audit Service for FGGO for the calendar year 2019
Procurement number	RFQ# KBL-HSR-041
Issue date	April 20, 2020
Delivery location	Kabul
Closing time	11:00 AM Kabul Time on May 05, 2020
Questions	Must be received in writing before 4:00 PM Kabul Time on April 28, 2020

Purpose

Futures Group Global Outreach (FGGO) is looking for qualified auditor firms to conduct FGGO's external audit for the year 2019 under below Terms of Reference of this RFQ. Futures Group Global Outreach invites firms and Companies to submit their Best and Final Offer (BAFO) to conduct external audit of FGGO for calendar year 2019.

Background and Context

Futures Group Global Outreach (FGGO -Afghanistan) is a locally registered organization that operates in Afghanistan and has been implementing USAID funded projects in Afghanistan.

Contract

The award will be a fixed price purchase order agreement.

Terms of Reference (TOR)

The RFQ# KBL-HSR-041- FGGO Providing External Audit Service for FGGO for the Calendar Year 2019

The company must provide the following services:

The financial statement audit must be performed in accordance with International Financial Reporting Standards (IFRS), auditing standards that have been prescribed by the laws of the country or adopted by an association of public accountants in the country, or auditing standards promulgated by the International Organization of Supreme Audit Institutions or International Auditing Practices Committee of the International Federation of Accountants. The objective of this audit is to express an opinion on whether those statements present fairly, in all material respects, the recipient's financial position at year-end, and the results of its operations and cash flows for the year then ended, in conformity with IFRS.

Period to be audited for FGGO is January 1 - December 30, 2019

Vendor's Signature and Stamp

Submission of Quotations

The Offeror shall submit its Best and Final Offer/Quotation (BAFO) for the services in accordance with the specifications described under Terms of Reference above Soft copy.

Questions may be submitted no later than, **April 28, 2020 (04:00PM** Kabul, Afghanistan local time). Offerors are invited to address questions to: via e-mail: hsr.procurements@thepalladiumgroup.com.

Submission of Quotations: All responses must be in English.

Soft copy shall be sent no later than May 05, 2020 (**11:00 AM** Kabul, Afghanistan local time) to Futures Group Global Outreach (FGGO), attention to Alexander Zombro via e-mail: hsr.procurements@thepalladiumgroup.com

Insert in subject line: Request for Quotations RFQ# KBL-HSR-041- Providing External Audit Service for FGGO for the calendar year 2019.

Note:

- **Please be advised that Futures Group Global Outreach requires you to specify the validity of your quote for the minimum number of (90) calendar days from its submission date.**
- **All quotations must be in local currency (AFA Afghanis) only. Quotes in USD will be converted into AFA on DAB daily exchange rate.**

Appendices

- Appendix A: Bid Price Quotation and timeline to complete the audit
- Appendix B: Summary of Relevant Capability, Experience and Past Performance
- Appendix C: Copy of Business License
- Appendix D: Purchase Order Template
- Appendix E: Business Partner Code of Conduct
- Appendix F: Due diligence form

Appendix A: Bid Price Quotation and timeline to complete the audit: please attach a signed and stamped copy of your quote with a timeline to complete the audit no later than the due date for submission of quotation as specified above.

The hard copy of the Offerors' quotation shall be placed in a sealed envelope and shall be clearly marked **"Request for Quotations – RFQ# KBL-HSR-041- Providing External Audit Service for FGGO for calendar year 2019"**

and **"TO BE OPENED ONLY BY MEMBER(s) OF THE EVALATION COMMITTEE."** **Futures Group Global Outreach, may choose not to evaluate an unresponsive quote.**

The completion and submission to Futures Group Global Outreach of the above item will constitute a Quotation and will indicate the Offerors agreement to the terms and conditions in this RFQ and in any attachments hereto. Issuance of this RFQ does not commit Futures Group Global Outreach to make an award.

Vendor's Signature and Stamp

Offerors are **required** to examine all instructions and the specifications contained in this Request for Quotation. **FAILURE TO DO SO WILL BE AT THE OFFEROR'S RISK.**

Appendix B: Summary of Relevant Capability, Experience and Past Performance – Using the format provided in Appendix B, the vendor shall list no more than five (5) former and/or current clients with their most up-to-date contact information, to whom commodities or services similar to those requested under this RFQ have been delivered to in Kabul or other areas in Afghanistan over the last five (5) years. The vendor should also provide copies of reference letter or certificates of completion from listed clients if available. Futures Group reserves the right to independently verify all submitted information, letters, and certificates.

Appendix C: Copy of Business License - Futures Group will not award a purchase order, contract, or subcontract to an organization that fails to provide a current valid copy of its active business license from either the Afghanistan Investment Support Agency (AISA) or the Ministry of Commerce. Business License must be attached to Appendix C

Special Requirements

Executive Order on Terrorism Financing

U.S. Executive Orders and U.S. law prohibits transactions with and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Offerors to ensure compliance with these Executive Order and laws.

Communications with USAID and Other Agencies

All of Subcontractor's contractual written or oral communications with or to USAID, or local agencies relative to the Work under this Purchase Order must be through or with the authorization of Futures Group project Chief of Party.

Language Requirement

All submissions shall be provided in English.

Restriction on Certain Foreign Purchases

USAID has eligibility rules concerning goods and commodities, commodity- related services, and suppliers of goods and services (other than commodity-related services).

Terms of Payment

Futures Group Global Outreach will pay the Vendor in accordance with the payment schedule, to be stipulated in the Purchase Order, after receipt and acceptance of the required Goods/Commodities or Services.

Tax Withholding

Purchase to the provisions of the Government of Afghanistan Income Tax Law 2010, Article 72.4 effective May 2010 Futures Group is required to withhold income tax at the prescribed rate at the time of making payment to the legal or natural person(s) providing supplies, materials, construction and services under contract, including purchase order procurement, for transactions of AFA 500,000 and above.

Withholding Rate

Vendor's Signature and Stamp

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The prescribed rate of income tax withholding is 2% of the gross purchase amount for contractors/vendors who have a valid business license to operate under Government of Afghanistan

Remittance of Tax and Certificate of Withholding

As the tax withholding entity, Futures Group Global Outreach is required to remit the income tax amount withheld directly to the Ministry of Finance designated account by 10th day of the month following the transaction.

Futures Group Global Outreach will issue an income tax withholding certificate to the contractor/vendor listing the gross payment, the amount of income tax withheld and the net contract payment along with a copy of the payment form and deposit receipt for transfer made to the designated Ministry of Finance account.

More detailed information on Afghanistan contract tax withholdings can be obtained at the website of the Ministry of Finance Afghanistan, www.mof.gov.af/?p=Article%2072.

Appendix A**Bid Price Quotation**

Vendor agrees and shall ensure that all services provided to Futures Group Global Outreach must be accordance with International Financial Reporting Standards (IFRS).

Services will be accepted and verified by Futures Group Global Outreach. If the services are not in accordance with Futures Group Global Outreach exact requirements, the services will not be accepted.

Vendor's Signature and Stamp

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Appendix B

SUMMARY OF RELEVANT CAPABILITY, EXPERIENCE AND PAST PERFORMANCE

List former and/or clients with their most up-to-date contact information, to whom commodities or services similar to those requested under the RFQ have been delivered to in Kabul or other areas in Afghanistan over the last five (5) years.

Please list entries in chronological order beginning/start with the most recent.

S/No	Project Title and Description of Goods Delivered	Location Province/District	Client's Name/Tel/Email address	Cost in Afghani at the time of delivery	Start Date	End Date	Completed on Schedule (Yes/No)	Subcontractor or Prime Contractor?

Vendor's Signature and Stamp

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Vendor's Signature and Stamp



Appendix C

BUSINESS LICENSE/CERTIFICATE

Please attach

Appendix D: Purchase Order (PO) Template

Purchase Order ("Agreement") for Goods and/or Services

PO Cover Sheet

PO Number		Effective Date of PO	
Delivery Address		Delivery Date	
Country of jurisdiction			
Supplier and Supplier's Representative Details			
Supplier's Name			
Supplier/Vendor ID			
Address			
Phone			
Representative Name and Title			
Representative Email			
NGO and NGO's Representative Details			

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NGO's Name			
Address			
Phone			
Representative Name and Title			
Representative Email			
Payment by	Wire transfer If other, please specify.	Currency	
Bank account details			
Account name			
Bank name			
Account number			
IBAN			
Other information/ Swift code			

Details of Goods and/or Services to be supplied:

Description	Quantity	Units	Unit Price	Currency	Total Price exclusive of taxes	Tax	Total

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Total Price							

Special conditions

N/A

Insurance requirements

Yes ☐ No ☒ If yes, please specify

This PO is governed by the laws of the country of jurisdiction and the attached Terms and Conditions.

Signed for Supplier:		Signed for NGO:	
Name:		Name:	
Title/Role:		Title/Role:	
Date:		Date:	

RFQ# KBL-HSR-041**Terms and conditions****1. THE PARTIES**

The Supplier and the Company are collectively referred as "the Parties".

2. ENTIRETY OF AGREEMENT

This PO, including the Cover Sheet, the Terms and Conditions, all referenced Annexes, and representations of suitability and performance of the Goods and/or Services made by the Supplier in its offer or any material published by the manufacturer or the supplier relating to the goods and services, will constitute the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this PO is hereby superseded.

3. MODIFICATIONS

Any modifications or amendments to this PO, including its Annexes, will be made by mutual agreement of the Supplier and the Company. All such modifications or amendments will be in writing signed by both the Supplier and the Company.

4. EXCLUSIONS

The following are excluded from application to this contract:

- a. All terms and conditions of supply proposed by the Supplier that are not included in this PO or contract; and
- b. All conditions, limitations of liability, reservations, qualifications or the like stated in the Supplier's offer or in any material published by the manufacturer or the supplier relating to the Goods and/or Services.

5. MAIN OBLIGATIONS

The Supplier must provide the Goods and/or Services stated in the PO and the Company must pay the Total Price as stated in the PO, upon satisfactory delivery of the Goods and/or Services as determined by the Company in accordance with this PO.

6. PAYMENT

The prices stated in the PO are fixed and are subject to adjustment only in accordance with this PO.

All payments will be made in the manner and to such bank account as the Supplier has designated in the Cover Sheet.

Where there is no dispute as to the goods or services supplied, the Company will pay the Supplier within 30 days of the Supplier submitting a valid invoice, in original, marking Company's Copy, for the amount payable by the Company and sent to the Company's Representative.

In the case of any dispute as to the goods or the amount payable to the Supplier the parties will attempt to resolve the dispute according to the dispute resolution procedures set forth in these Terms and Conditions. Payment will be made by the Company within 30 days of such dispute being resolved subject to a valid invoice having been submitted.

7. GOODS AND SERVICES

The Supplier warrants that it will supply and deliver the goods or services in strict accordance with all of the following:

- a. This PO;
- b. The Supplier's offer (to the extent only the offer is consistent with this contract);
- c. Any description or sample of the goods the Supplier has given to the Company;
- d. Any legislative requirement applicable to the goods or services or this contract; and
- e. All standards, codes or guidelines applicable to the goods or services for supply.

The Supplier must also supply any ancillary goods, not expressly stated in its offer or this contract, that are commonly included with goods of similar nature to the goods.

The Supplier must facilitate and allow the Company to inspect and test the goods at any place at which the goods are stored before delivery, or where such inspection is not possible, before the goods are unloaded at the Company's specified delivery location.

Title in the goods passes to the Company on delivery and acceptance of the goods.

The Supplier remains liable for the suitability and performance of the goods during transit despite the Company's prior acceptance (if applicable) of the goods to effect delivery.

8. THE COMPANY'S INSTRUCTIONS AND CHANGES

The Supplier must comply with the Company's written instructions.

If the Supplier considers that an instruction constitutes a change to the scope of the Supplier's obligations, the Supplier must notify the Company within two business days of that claimed change.

If the Supplier considers it will be, is, or has been delayed by any causes, it must notify the Company within two business days of that claimed delay.

If the Supplier does not give notice as required by this clause, the Supplier is not entitled to, and cannot claim, any additional payment or relief under this contract nor any damages or compensation.

9. DETERMINING THE EFFECTS OF CHANGES

If the Company gives any instruction under this PO, and the Supplier has given a notice required by this PO, the Company and the Supplier must agree on any reasonable change to the price or date for performance. If they cannot agree within five business days after the Company's notice, the Company will determine the effect of the change and will notify the Supplier of that determination.

10. INTELLECTUAL PROPERTY

The Supplier warrants to the Company that it owns, or has sufficient rights to, the Intellectual Property in the design and manufacture of the Goods or in the provision of the Services to discharge its obligations under this Agreement. The Supplier grants the Company a perpetual, royalty free and transferable license to use the Intellectual Property in the Goods and/or Services for the purposes for which they are supplied.

Any action or proceeding based upon a claim that the Goods and/or Services, or part thereof, constitute an infringement of any patent, registered design or copyright and the Supplier will pay all damages and costs awarded against the Company flowing from any such action or proceeding. However, in case there is found to be an infringement, the Supplier will, at its own expense, either procure for the Company the right to continue using the Goods and/or Services or modify them so they

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become non-infringing, or, with the approval of the Company, remove said Goods or stop receiving said Services and refund the total price, the transportation, and the installation costs to the Company.

11. CONFIDENTIALITY

The Supplier, its personnel or the persons acting on behalf of the Supplier, will not use any information acquired or developed in the course of this Agreement (including, but not limited to, the Company's security policies or procedures), for any purpose not authorized in writing by the Company.

The Supplier is required to exercise the utmost discretion during the performance of the Agreement. The Supplier may not communicate to any other person, government, or authority external to the Company any information known to it by reason of its contractual relationship with the Company which has not previously been made public, except with the written authorization of the Company. Nor will the Supplier at any time use such information to private advantage.

The Supplier and its personnel will not disclose or use any Confidential Information except to the extent that such disclosure or use is:

- a. Strictly necessary for the performance of the services;
- b. Required by law;
- c. Authorized by prior written approval from the Company; or
- d. Already in or comes into the public domain otherwise than through the Supplier's unauthorized disclosure (or that of any of its personnel).

The Supplier will be liable for any breach of confidentiality or any indirect disclosure that could damage the interests of the Company. The extent of any such liability will be directly proportional to the extent of the damage caused.

The Supplier agrees that the obligations in this Clause applies during the Duration of this Agreement and after termination of this Agreement.

12. STATUTORY REQUIREMENTS

The Supplier must comply with all legal and statutory requirements as applicable in the jurisdiction of delivery relating to the performance of its obligations under this contract including but not limited to taxation, safety and health, and packaging and delivery.

13. DEFECTS

If the Company instructs the Supplier to rectify a defect, or replace any Goods and/or Services, within a specified time, and the Supplier does not comply with that instruction, the Company may engage others to rectify the defect and the rectification cost will be payable by the Supplier to the Company. This cost may be set-off against any outstanding payments to the Supplier whether for the subject Goods and/or Services or for any other PO with the Supplier.

Payment will be authorized after delivery and acceptance by the Company's Representative of all Goods and/or Services, and in accordance with payment terms stipulated in PO. Where there is partial delivery of the Goods and/or Services, the Company may hold payment until all the Goods and/or Services specified in the PO are received.

14. INDEMNITY, LIABILITY, AND INSURANCE

The Supplier will indemnify and keep indemnified the Company, and the officers, employees and agents of the Company from and against any loss, damages, expenses or costs (including costs of any settlement) arising from any claim, demand, action, suit or proceeding that may be made or brought by any person against the Company, or the officers, employees and agents of the Company or any of them for or in respect of:

- a. personal injury or death of any person;
- b. loss of or damage to any property or any other loss or damage arising out of or as a consequence of the performance or failure to provide the Goods and/or Services or any other breach of the terms of this Agreement;
- c. any claim by a third party against the Company arising out of any act or omission of the Supplier in connection with the Agreement or the provision of the Goods and/or Services; and
- d. any penalty imposed for breach of an applicable law in connection with the provision of the Goods and/or Services by the Supplier.

The Company will not, under any circumstances or for any reason whatsoever, be held liable for any loss, damage, or injury sustained by the Supplier or by any person acting on behalf of the Supplier during the performance of this Agreement. The Company will not accept any claim for compensation or repairs in respect of such damage.

The Supplier will insure and maintain adequate insurance against all risks or loss, damage or injury caused by the Supplier or by any person acting on behalf of the Supplier during the performance of the Agreement. The Supplier will maintain liability insurance in an adequate amount to cover third-party claims for any loss arising from or in connection with the provision of the Goods and/or Services. The Supplier will maintain comprehensive commercial or professional general liability insurance and, if applicable, automobile liability insurance coverage to cover the Supplier for all activities undertaken under this Agreement. Further insurance requirements may be specified in the PO.

The Supplier will, upon the Company's request, provide the Company with satisfactory evidence of the insurance required in the PO.

15. TERMINATION

The Company will have the option to terminate this Agreement in the event Supplier materially breaches any of the terms and conditions of this Agreement. The Supplier will receive advance written notification of termination, a description of the nature of the breach and, if applicable, the opportunity to remedy or cure any such breach of terms within the cure period stated in the notification. The Company may require reimbursement of any expenses improperly incurred prior to termination in a sum not to exceed the ceiling amount of this Agreement.

In the event of termination of this Agreement, Supplier will, upon receipt of notification of termination, immediately stop work, minimize additional costs and will not incur any further cost during the termination of performance hereunder.

All notices must be given to the respective representatives in writing by email with a delivery receipt or hard copy at the address specified on the PO. Notices will be deemed to be served immediately if delivered by email with a valid delivery receipt/proof or on the third business day from the date mailed.

16. DISPUTE RESOLUTION

The Supplier and the Company will use their best efforts to settle amicably any dispute, controversy, or claim arising out of, or relating to this PO or the breach, termination or invalidity thereof.

If no agreeable settlement can be found, any dispute, controversy, or claim arising out of or relating to this PO or the breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules in effect on the date of this PO. The appointing authority shall be the Secretary-General of the Permanent Court of Arbitration. The Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim, or dispute.

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The place of arbitration shall be the headquarters location of Company at the time the claim is filed and the language of the arbitration will be English.

Should the claim involve a State, a State-controlled entity, or an intergovernmental organization, the case shall be administered by the International Bureau of the Permanent Court of Arbitration.

17. SPECIAL CONSIDERATIONS

- a) 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 of 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.
- b) The Supplier further warrants that neither it, nor any of its affiliates is engaged in the sale or manufacture of antipersonnel mines or of components used in the manufacture of such mines.
- c) The Supplier further warrants that neither it, nor any of its affiliates is engaged in the manufacture, sale, transportation, or distribution of any drug or narcotic substance deemed to be illegal in either the country of manufacture or delivery of the Goods being provided to the Company under this Agreement.
- d) The Supplier further warrants that neither it, nor any of its affiliates is involved in the transportation or provision of services of human beings for purposes deemed illegal in either the country of origin, sale or delivery of the Goods being provided under this Agreement.
- e) The Supplier further warrants that neither it, nor any of its affiliates is engaged either directly or indirectly in terrorism, or in the finance or support to terrorists.
- f) The Supplier will undertake its best effort to ensure that payments provided by the Company under the Agreement do not provide direct or indirect support or resources to entities and individuals as may be proscribed under the relevant international and national counter-terrorism legislation and regulations, and are not diverted to support drug trafficking.
- g) The Supplier warrants to pay all taxes, duties and charges imposed or levied in the country of which the Supplier is registered and/or in the Partner Country, and all taxes, entitlements, other statutory charges and/or any other amount payable to its Personnel in the relevant jurisdiction.
- h) The Supplier warrants that neither it, nor any of its affiliates, is engaged in anti-discriminative behaviours on basis of gender, religion and/or ethnicity.
- i) The Supplier warrants that it will engage in environmentally sustainable development, promoting conservation and sustainable use of natural resources, conservation of biodiversity and heritage sites, and disaster risk reduction planning, ensuring it is compliant with environmental protection legislation.
- j) The Supplier further warrants that it, and its affiliates, will adhere to work health and safety legislative requirements and in doing so, will focus on actions to prevent harm or ensure reasonable care of representatives.
- k) The Supplier warrants to promote gender equity and inclusive development ensuring that persons with disabilities, and other disadvantaged or vulnerable groups, are considered in the workplace and in delivering the Services.
- l) The Supplier warrants that neither it, nor its affiliates, is engaged in any political activity in the relevant country that may negatively impact on this Agreement.
- m) The Supplier warrants that neither they nor their affiliates engage in or support trafficking activities, procuring of commercial sex acts or using forced labour; is aware of regulatory prohibitions in the jurisdictions they are engaged; and agrees to develop project specific Trafficking in Persons (TIP) Compliance Plans where government regulations mandate.
- n) The Supplier shall ensure that subcontractors are expressly bound by and respect the provisions of these Terms and Conditions.
- o) Any breach of this Annex shall entitle the Company to terminate this Agreement and suspend payments that may be due, without liability for termination charges or any other liability of any kind to the Company.

Anticorruption

- a) The Supplier hereby represents, warrants, and certifies that:

In carrying out its responsibilities under this PO, the Supplier and its directors, officers, employees, representatives, or other third parties acting on its behalf, have not and shall not pay, offer or promise to pay, or authorize the payment, directly or indirectly through any other person or entity, of any monies or anything of value to:

- i. Any person or firm employed by, or acting for or on behalf of, any customer or potential customer, whether private or governmental, for the purposes of inducing or rewarding favourable action by the customer or potential customer in any commercial transaction;
- ii. Any person or firm employed by, or acting for or on behalf of, any governmental entity (including state-owned or controlled entities or public international organizations) for the purposes of inducing or rewarding any action, or the withholding of any action, by such entity in any governmental matter; and
- iii. Any governmental official or employee (including employees of state-owned or controlled entities or public international organizations), political party or official of such party, or any candidate for political office, for the purposes of inducing or rewarding favourable action (or the withholding of action) or the exercise of influence by such official, party, or candidate in any commercial transaction or in any governmental matter.
- b) No rights or obligations of, or services to be rendered by the Supplier under this PO shall be assigned, transferred, or subcontracted to any third party without the prior written consent of the Company.
- c) The Supplier shall conduct all activities related to this PO in a fair, honest, and transparent manner.

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- d) The Supplier represents, warrants, and certifies that the Supplier has read and understands the Company provided Code of Conduct. The Supplier agrees to be bound by the Code of Conduct and to operate in a manner fully consistent with the letter and spirit of the Code of Conduct. The Supplier agrees to inform its employees and agents involved in activities related to this PO of the requirements of the Code of Conduct.
- e) The Supplier represents, warrants, and certifies that the Supplier has adopted a policy to prevent corruption ("anticorruption policy") in the conduct of business and enforces this policy. The Supplier further represents, warrants, and certifies that the Supplier has informed its employees, agents, contractors, subcontractors, suppliers, and other individuals or entities with whom the Supplier does business, of its anticorruption policy. The Supplier agrees to provide a copy of the anticorruption policy to the Company.
- f) The Supplier shall immediately inform the Company if the Supplier becomes aware of any information indicating that any action in breach of this section has been committed or has been requested or otherwise suggested by any person, including a Public Official or private individual, in connection with this PO.
- g) Unless otherwise disclosed in writing to the Company, the Supplier represents, warrants, and certifies that neither the Supplier, individuals employed by the Supplier, nor their immediate family members, are Public Officials. The Supplier shall immediately notify the Company in advance if any of the above become a Public Official.
- h) The Supplier shall include these, or substantially similar, anticorruption provisions in all subcontracts or other agreements the Supplier makes in connection with this PO.

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TO BE READ:

Anticorruption Compliance Policy

Whistleblower Protection Policy

Child Protection Policy

All documents can be downloaded in full at <https://thepalladiumgroup.com/policies>

[Link to be verified each time a PO is issued due to the website of Futures Group Global Outreach under construction]

TO BE SIGNED BY PARTY SIGNING AGREEMENT AND ANY INDIVIDUALS CONTRACTED UNDER TO:

To be signed immediately

1. Child Protection Code of Conduct
2. Business Partner Code of Conduct
3. Good Fame and Character Declaration

Appendix E: Business Partner Code of Conduct

1. Purpose

This Policy describes the Company's expectations of Business Partners when conducting business around the world. Business Partners must operate worldwide in a manner fully consistent with the highest standards of conduct including following best practices in integrity and ethics, anti-discrimination, anti-harassment, child protection, prevention of sexual exploitation and abuse, health and safety, anti-corruption and other areas in order to promote good governance and positive impact.

2. Applicability

This Policy is applicable to all Business Partners. Any deviation from this Policy requires the approval of the Responsible Official.

The Company has in place Guidelines, Standard Operating Procedures (SOPs), Business Processes and Tools to support the implementation of this Policy.

The Responsible Official, with input from the business as appropriate, is responsible for preparing and implementing the related Guidelines, SOPs, Business Processes and Tools.

Guidelines, SOPs, Business Processes and Tools may vary with different operating environments if required by local legislation, Client rules and regulations and other factors, subject to the approval of the Responsible Official.

3. Definitions

"Bribery" or "Bribe" means to directly or indirectly offer, promise or provide a financial or other advantage (including hospitality) to another person to:

- ❏ Induce or encourage the other person to perform a function improperly;
- ❏ Induce or encourage the other person to expedite the performance of a routine government action (see "Facilitation Payment"); or
- ❏ Reward the other person for the improper performance of a function.

"Bullying" means repeated unreasonable behaviour over time, where the behaviour causes or has the potential to cause harm to another person or persons.

"Business Partner" means any contractor, subcontractor, grantee, sub-grantee, awardee, sub-awardee, law firm, affiliate, vendor, supplier, landlord or organization providing goods or services to the Company.

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“Business Process” means a sequence of linked tasks and related decisions that result in or contribute to the delivery of a product or service.

“Child” or “Children” means a person or persons who is or are below the age of 18, regardless of the age of majority/consent in the relevant country. Where the age of majority/consent in the relevant country is anyone aged 18 or above 18 then that higher age limit shall apply and take precedence.

“Child abuse” means all forms of physical abuse, emotional ill-treatment, sexual abuse and exploitation, neglect or negligent treatment, commercial (e.g. for financial gain) or other exploitation of a Child and includes any actions that results in actual or potential harm to a Child.

“Child abuse material” means material that depicts (expressly or implicitly) a Child as a victim of torture, cruelty or physical abuse. “Child exploitation material” means material, irrespective of its form, which is classified as Child abuse material or Child pornography material.

“Child pornography material” means material that depicts a person, or is a representation of a person, who is, or appears to be, under 18 years of age and is engaged in, or appears to be engaged in, a sexual pose or sexual activity, or is in the presence of a person who is engaged in, or appears to be engaged in, a sexual pose or activity, and does this in a way that a reasonable person would regard as being, in all the circumstances, offensive.

“Client” means any individual or entity who engages the Company to provide goods or services.

“Commercial Sex Act” means any sex act on account of which anything of value is given or received. “Compliance” means adherence to laws, codes, regulations, rules, standards, policies, and guidelines concerning proper conduct, management, and business transactions.

“Conflict of Interest” means when a Business Partner’s interests are (or potentially are) inconsistent with or are (or potentially are) otherwise in opposition to the interests of the Company, the Company’s Clients, or the Company’s stakeholders.

“Company” refers to FGGO and all of its subsidiaries or related companies.

“Corruption” means the abuse or perversion of entrusted power, including the expectation of impartiality, for private or unlawful gain.

“Discrimination” is any unfair treatment or arbitrary distinction based on personal characteristics such as age, gender, sexual orientation or identity, disability, marital or parental status, pregnancy, religious belief or activity, political belief or activity, race (including colour, national origin or ethnicity) or citizenship.

“Diversity” refers to the individual differences and variety of characteristics that we all bring to the Company.

“Duty of Care” refers to the obligation of the Company and Business Partners to take reasonable care to prevent foreseeable harm to any Representative or employee of the Business Partner and provide a safe system of work.

“Facilitation Payment” means a direct or indirect payment to a Public Official to carry out or expedite the performance of a routine government action. Routine government actions include, but are not limited to, clearing customs, processing visas and scheduling inspections.

“Fraud” means dishonestly obtaining a benefit or causing a loss by dishonest or other improper means.

“Graft” means the misuse of authority for personal gain.

“Guidelines” means the written elaborations on Company policy that provide further information and interpretation for the implementation of policy.

“Guiding Principles” means the principles to which all Company Representatives commit to aligning their behaviours in order to create and deliver a successful Company culture.

“Harassment” means any improper and unwanted behaviour that makes a person feel threatened, intimidated, degraded, humiliated or offended.

“Inclusion” means ensuring that the right conditions are in place so that every person is able to achieve their full potential regardless of personal characteristics, socioeconomic background or personality type.

“Intellectual Property” means rights including, but not limited to, patents, copyrights, and trademarks, with regard to goods and/or services and other materials which bear a direct relation to or are produced, prepared, or collected in consequence of or in the course of the execution of an agreement or contract with the Company. “Personally Identifiable Information” means any data that could potentially identify a specific individual or any information that could be used to distinguish one person from another and can be used for de-anonymising anonymous data.

“Privacy” means a person’s right to control access to his or her personally identifiable information.

“Prohibited Act” means any offence under any applicable statute in any jurisdiction.

“Public Official” means an elected or appointed executive, administrative, legislative or judicial officer or employee of a country, state, territory, or political subdivision thereof; an officer or employee of a public international organisation; or an officer or employee of a public enterprise or public body, including officers or employees of State owned or controlled entities. In addition, Public Official includes any person who performs a public function or exercises public authority, by employment or contract, for any branch of the national, state, local or municipal government of any country or territory. Public Official also includes employees or officers of political parties as well as candidates for political office.

“Representative” means an Employee or any person who has an independent individual contractual relationship with the Company, whether as a contractor, consultant or agent of the Company. This includes non-executive directors of the board.

“Safeguarding” means action taken by the Company to protect the beneficiaries and communities with which we work, our Representatives and Clients from harm

“Security” means a stock, bond, note or debenture, as well as options, warrants and similar instruments related to such stock, bonds, notes or debentures.

“Sexual Abuse” is any actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

“Sexual Exploitation” means any actual or attempted abuse of position of vulnerability, differential power, or trust, for sexual purposes, including but not limited to, profiting monetarily, socially, or politically from the sexual exploitation of another.

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“Sexual Harassment” means unwanted sexual advances, request for sexual favour, verbal or physical conduct or gesture of a sexual nature, or any other behaviour of a sexual nature that might reasonably be expected or be perceived to cause offence or humiliation to another. Any gender can be either a victim or offender.

“Standard Operating Procedures” or “SOPs” are the detailed written descriptions of Business Processes that aim to ensure consistency and quality in process execution.

“Tool” means templates, forms, charts, informational and any other material prescribed for use in conjunction with an element of a Policy, Guideline, Business Process and SOPs.

“Trafficking” means the recruitment, transportation, transfer, harbouring or receipt of persons, by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, the abuse of power or a position of vulnerability or the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purpose of exploitation.

4. Policy

4.1. Integrity and Ethics

4.1.1. General Integrity

The conduct of Business Partners is a direct reflection on the Company and the Company’s values and Guiding Principles.

Business Partners are required to:

- ❏ Observe and abide by all applicable laws and regulations, including relevant treaty obligations and internal policies, both in the countries where the Business Partner is registered and, if different, in the countries where the Business Partner is doing business;
- ❏ Read and comply with all Company Policies, Guidelines, SOPs and Business Processes applicable to Business Partners;
- ❏ Conduct business in a truthful, honest, diligent, transparent, and ethical manner;
- ❏ Treat Clients, employees, suppliers, consultants, Representatives, communities with which we work and others with whom Business Partners interact, fairly, humanely, and with proper regard for their human rights and obligations;
- ❏ Respect cultural differences among Clients, employees, suppliers, consultants, Representatives and others with whom Business Partners interact and conduct themselves in a manner that will not reflect adversely on the Company, its shareholders, Clients, partners, or the wider community; and
- ❏ Honour commitments and keep confidences.

4.1.2. Accountability

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The Company holds Business Partners accountable for their conduct and expects all Business Partners to adhere to the spirit and letter of this Policy. To ensure compliance with this Policy, the Company asks its Business Partners to:

- Review this Policy and commit to abide by it;
- Ensure that questions about this Policy are addressed promptly and all employees of Business Partners know how to seek guidance about complying with this Policy;
- Ensure that non-compliant conduct is reported through any means including Company email, telephone, or the Company Whistle-blower mechanism as soon as practicable; and
- Report any known or suspected unlawful or unethical conduct related to the Company.

Self-reporting of non-compliance is encouraged.

The Company will investigate any credible report of a violation of this Policy or any unethical or unlawful conduct.

4.1.3. Transparency and Record Keeping

The Company is committed to transparency in all business dealings. The Company maintains a comprehensive system of record keeping. Business Partners must ensure that all official records are properly identified and maintained according to the Records Management Policy. The records are required to be true and accurate and any intentional misuse, editing, or handling of the official records is prohibited.

4.1.4. Duty of Care

Employees of Business Partners come under the Duty of Care of the Business Partner and the Business Partner must manage risks associated with the performance of work. Unless otherwise indicated, the Company is not responsible for security arrangements, health, or safety of individuals and/or property that is the responsibility of the Business Partner. The Company expects that the Business Partner will hold appropriate levels of insurance to protect their interests and the interests of the Company and Company Representatives.

4.1.5. Tax

Business Partners will comply with all obligations to pay taxes, duties, and charges imposed or levied in the countries in which the Business Partner is registered and in the countries in which the Business Partner is doing business as required by law including all taxes, entitlements, other statutory charges and/or any other amounts payable to personnel in the relevant jurisdiction.

4.1.6. Procurement

Business Partners must follow the principles of fair competition and compete honestly, transparently, and fairly for potential contracts, grants, and other opportunities. Business Partners should always seek to outperform competition in a fair and honest manner and seek competitive advantage through superior performance. Business Partners will not collude with competitors when bidding for contracts and, if collusion is brought to the Company's attention it will be investigated and addressed without delay. Business Partners are required to follow all applicable procurement laws and regulations. In a tender

process, Business Partners will, to the best of their ability, provide accurate and truthful information and will not misrepresent their approaches, capabilities, or pricing.

Business Partners must never ask for or receive preferential treatment or special privileges or make use of information they are not authorised to have, including non-public documents or other proprietary data, including information released to the Company under Non-Disclosure Agreements.

Representatives. Business Partners must not take unfair or improper advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of facts, or any other illegal or unethical trade practice. Business Partners will not attempt to influence Public Officials or other Clients with payments, gifts, offers of employment, or otherwise unlawful conduct.

4.1.7. Anticorruption/Bribery/Graft

Business Partners must be committed to honesty, transparency, and fairness and have zero tolerance for Bribery, including making Facilitation Payments or Graft. Business Partners will reject Corruption in all of its forms and comply with the spirit and letter of all applicable anticorruption laws and regulations. Business Partners are required to:

- ❏ Reject Corruption in all of its forms, including Bribery, making Facilitation Payments, Graft or any Prohibited Act;
- ❏ Understand and appreciate that Bribery and Graft are unlawful and therefore strictly prohibited, regardless of jurisdiction or circumstance;
- ❏ Adopt and enforce all policies that prevent Corruption in the conduct of business;
- ❏ Ensure that no Public Official benefits financially or in any other unlawful way from the relationship with the Business Partner (or any Client);

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- ❶ Operate with an adequate system of internal accounting controls and maintain accurate records that document relevant transactions; and
- ❷ Immediately inform the Company, if information is discovered indicating that a Prohibited Act has been committed, has been requested, or otherwise suggested by any person, including a Public Official or private individual, in connection with, in the relationship with, or work for the Company.

Business Partners must not:

- ❶ Directly or indirectly, commit or attempt to commit, any Prohibited Act, including Bribery, Graft or making a Facilitation Payment;
- ❷ Directly or indirectly, receive a Bribe;
- ❸ Use their authority for personal gain; or
- ❹ Offer, provide or receive unlawful gifts, benefits, hospitality, advantages, courtesies or entertainment from a Public Official where a reasonable person could interpret the offer, provision or receipt as a Prohibited Act made in connection with the Representative's duties, status or authority.

Hospitality is permitted under specific circumstances. Bona fide hospitality or other business expenditure with the aim of presenting the Business Partner, Company or its products or services, or establishing cordial relations is permitted. However, hospitality or promotional expenditure can be misinterpreted as Bribery and Business Partners must keep in mind appearances and perceptions and not offer hospitality where it could

be mistaken to have the intention of influencing a Public Official to secure a business advantage, to perform a function improperly, or to expedite the performance of a routine government action.

Receipt and provision of gifts, benefits or entertainment must be notified on relevant registers kept for that purpose in accordance with a relevant Business Process.

4.1.8. Intellectual Property

Unless otherwise specified, all Intellectual Property developed in the course of the business relationship between the Company and the Business Partner remains the property of the Company or, where contractually specified, the property of its Clients.

Business Partners are required to comply with all applicable laws, rules and regulations Company policies and procedures and contractual policies and procedures of Clients covering Intellectual Property rights.

4.1.9. Scientific integrity

The Company is committed to the highest standards of scientific integrity when performing any science-based and research-oriented work. These include ensuring that research and science-based work is grounded in documented approaches, is supported by validated data and information, and that results and conclusions are independent and unbiased.

Business Partners are required to ensure that there are no actual or perceived Conflicts of Interest that might bias work they are undertaking or otherwise call into question the validity or accuracy of their work. Business Partners will not falsify, fabricate, or misrepresent data or results, even if pressured to do so by

internal or external sources. Due credit must be given when the work is not the Business Partner's own. If the Business Partner is involved in any research work involving human subjects, then it must follow the highest standards, ethical considerations, laws, rules and regulations applicable and take great care to interact with any human subjects with empathy and respect.

4.1.10. Fraud/waste/abuse

The Company does not tolerate fraudulent activity, waste of Company or Client resources, or abuse of authority by Business Partners. Business Partners are required to prevent, detect, and report Fraud, waste, abuse, or any other Prohibited Acts about which they know or reasonably should have known. The Company Whistle-blower mechanism is available to report confirmed or suspected violations and Business Partners and their employees are expected to cooperate fully if and when investigations are undertaken.

4.1.11. Conflicts of Interest

The Company believes in open and transparent business dealings. Business Partners must separate their own personal interests from those of the business transaction with the Company. Conflict of Interest arises when, for example, a Business Partner, their employee or any member of his or her immediate family, his or her partner, an organisation that employs or is about to employ any of the above, has a financial or other interest in, or will receive a tangible personal benefit from, an action taken by the Business Partner. Actual or potential Conflicts of Interest must be reported immediately to the Company so that action can be taken to manage and mitigate the Conflict of Interest, including but not limited to the exclusion of the Business Partner from any relevant decisions.

Sexual relationships between Business Partners, their employees and/or with others connected with the Company's projects or suppliers may be a Conflict of Interest and are strongly discouraged. Accordingly, any and all such relationships must be disclosed to the Company.

In the event that a Business Partner is subject to codes or rules of conduct other than those contained in the Company Policies, Guidelines, SOPs or Business Processes (such as other professional codes), and a conflict arises between these codes, it is the Business Partner's responsibility to bring the conflict to the attention of the Company for resolution.

4.2. Privacy and Information Protection

4.2.1. Privacy Protection, Responsibilities and Expectations

The Company's Privacy Policy sets out the details of the collection, storage, use, disclosure, access to, and correction of Personally Identifiable Information by the Company.

Protecting sensitive and Personally Identifiable Information and preventing its misuse are essential to ensure that the Company maintains the highest standards of professional conduct, including complying with data protection legislation wherever the Company carries out its business. Business Partners, Clients and beneficiaries have a right to be protected against unwarranted infringement of their privacy resulting from the collection, maintenance, use and dissemination of their personal information. The Company is dedicated to the protection of the information we hold and to the prevention of actions that

could result in harm, embarrassment, inconvenience or unfairness to anyone with whom or with which the Company has a relationship.

All Business Partners are responsible for protecting sensitive and Personally Identifiable Information from unauthorised exposure and reducing the volume and types of Personally Identifiable Information to only that which is necessary for business functions. Business Partners must protect the Personally Identifiable Information they collect, handle, maintain and transmit and they must use proper collection, storage, transmission and disposal methods. Further, Business Partners must not access Personally Identifiable Information they do not need to complete their job functions and must not disclose Personally Identifiable Information to unauthorised parties.





Failure to protect Personally Identifiable Information may result in immediate termination of all business relationships with the Company. All Business Partners are obligated to notify the Company if they discover any actual or potential privacy breaches. Users of Company information systems have no reasonable expectation of privacy. This means that any information transiting or stored on a Company system can be monitored, intercepted, searched and seized by the Company. Further, any information transiting or stored on a Company system may be disclosed or used for any lawful governmental purpose including law enforcement, public health or security purposes.

4.2.2. Access to and Protection of Information

In the performance of their duties, Business Partners may be granted access to many sources of information, confidential or otherwise. Any information provided as part of a Business Partner's duties or any information to which the Business Partner has access must be used only for official purposes. Business Partners will not make any unauthorised, improper, or unlawful use of any information made available to them in the performance of their duties. Further, Business Partners will not access information without an official purpose related to the performance of their duties.

4.2.3. Access to and Protection of Resources

In the performance of their duties, Business Partners must also protect Company resources. Business Partners are expected to:

-  Use or manage both human and material resources efficiently and effectively;
-  Avoid waste, misuse, and abuse of Company resources and conserve and protect Company assets;
-  Ensure that all facilities, physical resources, and other property belonging to or leased by the Company are given due care and maintenance; and
-  Budget honestly.

The Company reserves the right to immediately terminate any business relationships for violations relating to access to and protection of information and misuse of Company resources.

4.2.4. Information Communication Technology Systems Use

All Company information communication technology systems, including email and any connected computer communications network, server, individual computer workstation, laptop, or Smartphone may only be used for business purposes, subject to the following. The Company will permit limited personal use of the information technology systems as long as the personal use does not interfere with

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the Business Partner's work or incur an unreasonable expense to the Company. Business Partner use of information technology systems is a business privilege and, as such, the Company reserves the right to immediately terminate any business relationship for violations relating to use of the information technology systems.

The following are some examples of unacceptable and, therefore, prohibited actions involving the Company information technology systems. Actions include, but are not limited to:

- ❶ Excessive use of Company information technology systems for personal use;
- ❷ Intentionally inefficient or wasteful use of Company assets or resources;
- ❸ Unauthorised access or use of any information technology system;
- ❹ Intentional disruption of the Company's internet service, a third party's internet service, and/or the global internet;
- ❺ Compromising or damaging the integrity of or misusing any host/server information technology assets or resources;
- ❻ Compromising the privacy of any Company or third party users;
- ❼ Violating information rules, regulations or policies in the jurisdiction in which the Business Partner is registered or performing work;
- ❽ Compromising corporate proprietary or otherwise sensitive information; and
- ❾ Using information communication technology systems to violate corporate policies or procedures, including sending or forwarding emails that violate any of the Company's policies.

Although the Company has software to detect known viruses, Business Partners must be aware that pirated software, email or basic internet use can introduce viruses into their computer, the corporate network and broader information technology systems. Caution should be used when opening emails and files from unknown senders and downloading content from the internet.

Business Partners who are unsure of their obligations in relation to any aspect of information communication technology system use in the workplace should contact the Company for advice and assistance.

4.3. Respectful Workplace

The Company supports Diversity and Inclusion and is committed to nurturing a positive workplace environment in which all Representatives and Business Partners are treated with respect and dignity. We foster a culture that is diverse, inclusive and respectful. The Company encourages a workplace free of Discrimination.

All Business Partners are expected to demonstrate professional and respectful behaviours in the workplace, at Company events, and/or under any circumstances when representing the Company. This includes business travel and time spent at Company related social events, whether held on or off Company premises and whether during or outside working hours.

Discrimination, Harassment and Bullying, in any form, are unacceptable. Business Partners are expected to adhere to the requirements of this Code of Conduct and to proactively report on Discrimination, Harassment, Bullying or other breaches of the Company's policy.

Management of poor performance or poor conduct does not constitute Discrimination, Harassment or Bullying when it is conducted in accordance with the relevant Company Guidelines.

4.3.1. Anti-Discrimination

The Company values Diversity and employs and partners with individuals and organisations from a diverse range of backgrounds, cultures and races. The Company is committed to an open, inclusive and Discrimination-free workplace.

The Company is dedicated to promoting an accessible and inclusive workplace where all reasonable accessibility requirements and requests will be considered and, where reasonably possible, accommodated.

Business Partners must not engage in any Discrimination including, but not limited to, the following:

- ❏ Refusing to hire or promote Representatives on the basis of any personal characteristics that are not relevant to the requirements of the role;
- ❏ Terminating Representatives on the basis of any irrelevant personal characteristics;
- ❏ Refusing to provide reasonable accommodations for those Representatives with disabilities; and
- ❏ Refusing to excuse Representatives for documented, medically necessary appointments related to a personal characteristic.

4.3.2. Anti-Harassment

Harassment of any kind is unacceptable and is not tolerated inside or outside of the workplace. It can include a one-off incident or a series of incidents. Business Partners must not engage in any form of Harassment.

4.3.3. Anti-Bullying

Bullying is unacceptable and is not tolerated inside or outside of the workplace, or inside or outside working hours, when the parties involved are also colleagues or Business Partners.

4.3.4. Grievances

The Company encourages an open environment in which all Business Partners can raise their work-related concerns, complaints or grievances fairly, honestly and responsibly. The Company acknowledges that to achieve a fair, equitable and productive work environment, there must be a transparent and consistent process for resolving grievances. The Company aims, as far as practicable, to achieve a fair and prompt resolution to individual grievances raised by Business Partners in the course of their employment or interaction with the Company.











4.4. Safeguarding

The Company commits to work with internal and external stakeholders to protect the safety and welfare of the beneficiaries and communities with which we work, our Representatives, and our Clients. We foster a culture of Safeguarding at all times and support those who have experienced abuse.

4.4.1. Child Protection

The Company is committed to upholding the values and purpose of the UN Convention on the Rights of the Child, which requires that Children will be protected from performing any work that is likely to be hazardous, interfere with a Child's education, or is harmful to a Child's physical, mental, spiritual, moral or social health. Regardless of the jurisdiction in which the Business Partner is registered or doing business, these activities are prohibited.

The Company has a zero tolerance of Child abuse and expects the same commitment to Child protection from Business Partners. Specifically, Business Partners will:

-  Establish and maintain an environment that promotes and enables Children's participation and is welcoming, culturally safe and inclusive for all Children and their families;
-  Involve Children in making decisions about activities, policies and processes that concern them, wherever possible;
-  Treat Children and their families with respect and value their ideas and opinions regardless of race, colour, gender, sexual orientation or identity, physical or mental health, language, religion, political or other opinion, national, ethnic or social origin, property, birth, or other protected and/or irrelevant characteristic;
-  Whenever possible, ensure that another adult is present when working in the proximity of Children;
-  Use any computers, mobile phones, video and digital cameras, personal electronic devices, and social media appropriately, and never to exploit or harass Children or to access Child exploitation material through any medium;
-  Refrain from physical punishment or physical discipline of Children;
-  Refrain from hiring Children for domestic or other labour;
-  Comply with all applicable laws, rules, and regulations concerning Child protection, including laws in relation to Child labour;
-  Respond to any concerns or complaints of Child abuse in line with the complaints handling procedure; and
-  Immediately disclose to the Company all charges, convictions and other outcomes of any offences that relate to Child exploitation and abuse, including (in countries where this is applicable) those under traditional or customary law.

Business Partners will not:

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- ❑ Use language or behaviour towards Children (including via online communication) that is inappropriate, harassing, abusive, sexually provocative, demeaning, or culturally inappropriate;
- ❑ Engage in any activity that is likely to physically, sexually or emotionally harm a Child;
- ❑ Engage Children in any form of sexual activity. Mistaken belief in the age of a person is not a defence;
- ❑ Arrange personal contact, including online contact, with Children associated with the Company's project or activity for a purpose unrelated to that project or activity;
- ❑ Invite unaccompanied Children into the Representative's home or place of residence;
- ❑ Be alone with a Child unnecessarily or sleep close to unsupervised Children;
- ❑ Supply alcohol or controlled drugs to Children except medications under an approved administration of medication plan;
- ❑ Work with Children while under the influence of alcohol or prohibited drugs;
- ❑ Disclose personal or sensitive information about a Child, including images of a Child, unless the Child and their parent or legal guardian consent, or unless required to by the Company policy and procedure on reporting; and
- ❑ Ignore or disregard any suspected or disclosed Child harm or abuse.

When photographing or filming a Child for work-related purposes, Business Partners will:

- ❑ Assess and endeavour to comply with local traditions or restrictions for reproducing personal images before photographing or filming a Child;
- ❑ Explain how the photograph or film will be used and obtain consent from the child's parent or legal guardian before photographing or filming a Child;
- ❑ Ensure photographs and films however recorded and stored present Children in a dignified and respectful manner and not in a vulnerable or submissive manner;
- ❑ Ensure that Children are adequately clothed and not in poses that could be seen as sexually suggestive;
- ❑ Ensure images are honest representations of the context and the facts; and
- ❑ Ensure that physical and electronic labels of photographs and films do not reveal identifying information about a Child.

It is the responsibility of Business Partners to use common sense and good judgment to avoid actions and behaviours that could be construed as Child abuse.

Business Partners are required to report concerns or allegations of Child abuse, or other conduct inconsistent with this Policy, to the Company through any means including Company email, telephone, or the Whistle-blower mechanism.

4.4.2. Prevention of Sexual Exploitation, Abuse and Harassment

Sexual Exploitation, Sexual Abuse, and Sexual Harassment are unacceptable and prohibited conduct for all

Business Partners. For example, it is prohibited for Business Partners to engage in:

- ❏ Any act of sexually humiliating, degrading or exploitative behaviour;
- ❏ Any type of sexual activity with Children. Mistaken belief in the age of a person is not a defence;
- ❏ Exchange money, employment, goods or services for sex regardless of whether or not this is illegal in the relevant country;

All Business Partners must encourage an environment that prevents Sexual Exploitation, Abuse and Harassment. Managers at all levels have responsibilities to support and develop systems which maintain this environment. All Business Partners must report any concerns regarding Sexual Exploitation, Abuse, and Harassment through established reporting mechanisms.

4.5. Environment, Health and Safety

4.5.1. Sustainability and the Environment

Business Partners will engage in environmentally sustainable development, promote conservation and sustainable use of natural resources, conservation of bio-diversity and heritage sites and disaster risk reduction planning, ensuring Compliance with environmental protection legislation in the countries where the Business Partner is registered and the countries where the Business Partner works.

4.5.2. Health and Safety

Business Partners will provide a safe working environment that protects the health and wellbeing of their employees. The Business Partner will comply with all work health and safety legislative requirements and, in doing so, focuses on actions to prevent harm and ensure reasonable care of all employees.

4.5.3. Anti-Narcotics and Drug-Free Workplaces

The Business Partner will maintain a drug-free workplaces and not tolerate the manufacture, sale, transportation, distribution, possession, or use of any drug or narcotic substance deemed to be illegal in the countries in which the Business Partner is registered or is performing work. The Business Partner will use its best efforts to ensure that payments provided to or by the Business Partner do not provide direct or indirect support or resources to entities and individuals involved in drug trafficking.

4.5.4. Antipersonnel Mines

The Company does not do business with Business Partners who are engaged in the sale or manufacture of antipersonnel mines or components used in the manufacture of such mines. The Business Partner confirms that it is not involved in the sale or manufacture of these items.

International Governance

4.6.1. Political Activity

The Company respects and supports Business Partner's rights to engage in civil society in their personal capacity. Business Partners are free to engage in political activity in their country of citizenship providing that their involvement is not in conflict with their obligations to the Company or is during work hours and does not use Company resources. Business Partners who engage in political activity are prohibited from representing that the Company endorses or is in any way associated with their political activity of other political activities of any type.

4.6.2. Human Trafficking

The Company does not tolerate or condone the transportation, sale or otherwise Trafficking of human beings for profit or otherwise. Regardless of the jurisdiction in which the Business Partner is registered or doing business, these activities are prohibited.

Business Partners will prohibit transactions with, and the provision of resources and support to, individuals and organisations associated with human Trafficking. Further, Business Partners must not:

- ❑ Engage in any form of Trafficking in persons;
- ❑ Procure a Commercial Sex Act; or
- ❑ Use forced labour in the performance of any work.

4.6.3. Terrorism

The Company does not tolerate or condone the engagement, directly or indirectly, in terrorism or in the financing of or support to terrorists. Further, the Business Partner must use its best efforts to ensure that payments provided to or by the Business Partner do not provide direct or indirect support or resources to entities and individuals involved in terrorism. Transactions with, and the provision of resources and support to, individuals and organisations associated with terrorism are prohibited.

4.6.4. Sanctions

The Company expects Business Partners to abide by the sanctions put in place by the international community including but not limited to the United Nations, the European Union, the United States Office of Foreign Asset Control, the United Kingdom Foreign and Commonwealth Office, and the Australian Department of Foreign Affairs and Trade.

The Company expects Business Partners to abide by sanctions related, but not limited to:

- ❑ Counter Narcotics Trafficking;
- ❑ Counter Terrorism;
- ❑ Non-Proliferation;
- ❑ Rough Diamond Trade Controls; and
- ❑ Transnational Criminal Organisations.

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<https://www.gov.uk/sanctions-embargoes-and-restrictions>

<http://hmt-sanctions.s3.amazonaws.com/sanctionsconlist.htm>

<http://www.un.org/sc/committees/consolidated.htm>

<http://dfat.gov.au/international-relations/security/sanctions/Pages/consolidated-list.aspx>

5. Duty to Comply

It is the responsibility of each Business Partner to comply fully with this Policy. Failure to comply may result in immediate termination of any business relationship or other appropriate action.

6. Reporting

Business Partners are required to report violations of this Policy to the Company or through the Company's Whistle-blower mechanism.

Appendix F: Due Diligence Individual Form

Due diligence form

Please provide answers to and information regarding all of the questions below. For any answer requiring more space than is given in this form, please attach the complete answer on a separate sheet. To the extent permitted by law, all information provided in this form will be held in confidence and not disclosed to any third parties without prior notice and approval.

Part 1 Identifying information

Part 1 a

To be completed if an **organisation** is the subject of Due Diligence

Name of organisation: .

Organisation headquarters address/main office: ...

Country or countries where activities will take place: ...

Website for organisation: ...

Name of owner/managing director for organisation: ...

List any former name(s) owner/managing director for organisation: ...

Part 1 b

To be completed either if an **individual** is the Subject of Due Diligence or, if an **organisation** is the Subject of Due Diligence, then to be filled out by the owner/managing director of the organisation

Full Legal Name (As written on passport or national identification card)

Home address for individual or owner/managing director, phone number, and email address: .

Identify card / Passport:

Nationality:

Date of birth:

Telephone:

E-mail:

Part 2 Business information

(Only applicable if an organisation is the Subject of Due Diligence. For individual move to part 4)

To be completed by the owner/managing director

a Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Non Profit ☐ Other ☐

If other, please specify below:

...

b Is this organisation registered? If so, ☐ Yes ☐ No
please note the country and registration
number below

...

d Is the entity an organisation listed on a ☐ Yes ☐ No
public stock exchange? If so, please
provide relevant details below.

...

e If applicable, please list any parent companies or subsidiaries below:

...

Does any Public Official or government entity have any financial, management ☐ Yes ☐ No
or controlling interest in your organisation? If so, provide details and level of
interest below.

...

Please list the full names and date of birth of all Principals for your organisation. (Note: the term “Principal” includes, but is not limited to, the executive officers, partners, owners, directors, trustees or others who exercise control over your organisation).

...

Part 3 Compliance, health and safety

Does the organisation have an occupational health and safety (OHS) policy? ☐ Yes ☐ No

If so, please attach or provide details below.

Please state whether the organisation meets the legislative requirement of compulsory insurance where business will take place and please attach the certification or provide details by country or countries.

...

Part 4 Government relationships

To be completed by the individual or owner/managing director of the organisation

Please state whether:	You are a current Public Official (as that term is defined in Part 7 below)	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
	Your organisation employs a current Public Official <i>(If applicable)</i>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
	You are a close relative (i.e. mother, father, sister, brother, spouse or child) of a Public Official	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
	Any Principal of your organisation has a close relative who is a Public Official <i>(If applicable)</i>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

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For any person identified as a close relative above, please provide their name (surnames and given name), title, relationship to you or the organisation, and responsibilities for the government, agency, or government controlled enterprise or company. If additional space is needed, attach a separate sheet of paper.

Part 5 Prior conduct

To be completed by the individual or owner/managing director of the organisation

Have you (or any Principals of your organisation) ever been investigated for, charged with, convicted or otherwise implicated in criminal, corrupt, unethical, or unlawful conduct?

Yes ☐ No ☐

(If applicable) Has the organisation, or any subsidiary or affiliate of your organisation ever been investigated for, charged with, convicted or otherwise implicated in criminal, corrupt, unethical, or unlawful conduct?

Yes ☐ No ☐

(If applicable) Has the organisation ever been issued a sanction or committed a violation of law or regulation?

Yes ☐ No ☐

If yes to any of the above, please describe the circumstances below:

...

Part 6 Additional disclosures

To be completed by the individual or owner/managing director of the organisation

Please provide any additional information below that would assist the company in performing its due diligence review. If more space is needed, attach a separate sheet.

Part 7 Certification

To be completed by the individual or owner/managing director of the organisation

I hereby certify that:

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To the best of my knowledge, all information in this response is truthful, correct and complete; I have read the information at the websites noted below and I am familiar with the requirements of these anticorruption statutes:

UK Bribery Act 2010;

Australian Criminal Code;

U.S. Foreign Corrupt Practices Act;

I have read the definition of Public Official below and declare that neither I, nor any of my immediate family members, are Public Officials, except as previously disclosed.

I have never paid, approved for payment or otherwise provided, directly or indirectly, anything of value to a Public Official for any improper, corrupt or illegal purpose, nor will I; and I have never created a false invoice or otherwise manipulated documentation to disguise making a payment or otherwise providing anything of value to a Public Official for any purpose, nor will I.

NOTE: "Public Official" means any person, whether elected or appointed who holds an executive, legislative, administrative or judicial office or position in any public entity, including any international agency. In addition, "Public Official" includes any person who performs public functions in any branch of the national, state, local or municipal government of any country or territory or who exercises a public function, by employment or under contract, for any public entity, agency or enterprise of such country or territory, including state owned or controlled enterprises. The definition of "Public Official" also includes any official of a political party or any candidate for political office.

I hereby acknowledge that I have been informed by FGGO that it may seek to obtain an investigative report that will include personal information regarding me, including but not limited to, educational and work history, work references, and criminal convictions or arrest records if allowed, in order to assist FGGO in determining whether it can enter into an agreement with me or my organisation. I hereby consent to FGGO conducting this investigation and obtaining such reports as may be provided to FGGO by other firms subcontracted for the purpose.

I further hereby acknowledge that I have reviewed the Business Partner Code of Conduct and I, and/or my organisation, will comply with all requirements set out in such Code.

Signature:

Name:

Title:

Date:

Please attach

Terms and Conditions

1. Quote Conditions

Quotes are subject to the Conditions outlined below. Potential suppliers must submit offers on the form provided with all details provided in English and with prices quoted in a single currency.

2. Quote Lodgement

FGGO will grant extensions to the Closing Time only in exceptional circumstances and, if granted, will apply equally to all potential suppliers. FGGO will not consider any quotes received after the Closing Time specified in the RFQ unless FGGO determines in its sole discretion that it has caused or contributed to the failure to lodge by the Closing Time.

The quote must be lodged as set out in "Proposal Submission" in the RFQ.

3. Validity

Quotes must remain open for acceptance for 90 calendar days from the Closing Time.

4. Alterations

FGGO may decline to consider a quote in which there are alterations, erasures, illegibility, ambiguity or incomplete details.

5. Inconsistencies

If there is inconsistency between any of the parts of the RFQ the following order of precedence shall apply:

- (a) RFQ;
- (b) Terms of Reference;
- (c) these Quote Conditions;

so that the provision in the higher ranked document will prevail to the extent of the inconsistency.

6. Amendments and Queries

FGGO may amend, or clarify any aspect of the RFQ prior to the RFQ Closing Time by issuing a formal amendment to the RFQ in the same manner as the original RFQ was distributed. Such amendments or clarifications will, as far as is practicable be issued simultaneously to all parties.

Any queries regarding this RFQ should be directed to the Contact Officer identified in the RFQ.

7. Clarification

FGGO may, at any time prior to execution of a contract, seek clarification or additional information from, and enter into discussions and negotiations with, any or all potential suppliers in relation to their quotes. In doing so, FGGO will not allow any potential supplier to substantially tailor or amend their quote.

8. Confidentiality of Potential Supplier Information

In their quote, potential suppliers must identify any aspects of their quote that they consider should be kept confidential, with reasons.

Potential suppliers should note that FGGO will only agree to treat information as confidential in cases that it considers appropriate. In the absence of such an agreement, potential suppliers acknowledge that FGGO has the right to disclose the information contained in their quote.

9. Alternatives

Potential suppliers may submit quotes for alternative methods of addressing FGGO's requirement described in the RFO where the option to do so was stated in the RFQ or agreed in writing with FGGO prior to the RFQ Closing Time. Potential suppliers are responsible for providing a sufficient level of detail about the alternative solution to enable its evaluation.

10. Reference Material

If the RFQ references any other materials including, but not limited to, reports, plans, drawings, samples or other reference material, the potential supplier is responsible for obtaining the referenced material and considering it in framing their quote.

11. Price Basis

Prices quoted must be provided as a fixed maximum price and show the tax exclusive price, the tax component and the tax inclusive price.

The Contract Price must be inclusive of all taxes, duties (including any customs duties) and any government charges imposed or levied in the United States or overseas. The Contract Price, which must include any and all other charges and costs, will be the maximum price payable by the FGGO for the Goods and/or Services.

12. Evaluation

FGGO will evaluate quotes in accordance with the USAID Procurement Rules and this RFQ to determine the best value for money outcome for FGGO. FGGO will notify unsuccessful suppliers of the final decision following award of a contract and suppliers may request a debriefing following the award of a contract.

13. Financial information

If requested by FGGO, potential suppliers must be able to demonstrate their financial stability and ability to remain viable as a provider of the Goods and/or Services over the term of any agreement.

If requested by FGGO, the potential supplier must promptly provide FGGO with such information or documentation as FGGO reasonably requires in order to evaluate the potential supplier's financial stability.

14. Referees

FGGO reserves the right to contact the potential supplier's referees, or any other person, directly and without notifying the potential supplier.

15. Reporting Requirements

Potential suppliers acknowledge that FGGO is subject to legislative and administrative accountability and transparency requirements including disclosure to Parliament and its Committees.

Without limiting FGGO's right to disclose other information, for any contracts awarded, FGGO will publicly disclose the supplier's name, postal address and a range of details about the Contract, including contract value and the names of any subcontractors engaged in respect of the Contract.

Potential suppliers should also note the requirements of the *Freedom of Information Act 1982*.

16. Unpaid Employee Entitlements

Potential suppliers acknowledge that the FGGO will not contract with a potential supplier where it or a proposed subcontractor has a judicial decision against it (excluding decisions under appeal) relating to unpaid employee entitlements where the entitlements remain unpaid.

17. Conflict of interest

Potential suppliers must notify FGGO immediately if any actual, potential or perceived conflict of interest arises (a perceived conflict of interest is one in which a reasonable person would think that the person's judgement and/or actions are likely to be compromised).

18. Collusion and Unlawful Inducements

Potential suppliers and their officers, employees, agents and advisors must not engage in any collusive, anti-competitive conduct or any other similar conduct with any other potential supplier or person or quote any unlawful inducements in relation to their quote or the RFO process.

Potential suppliers must disclose where quotes have been compiled with the assistance of current or former FGGO employees (within the previous 9 months and who was substantially involved in the design, preparation, appraisal, review, and or daily management of this activity) and should note that this may exclude their quote from consideration.

19. FGGO's Rights

FGGO, at its discretion, may discontinue the RFQ; decline to accept any quote; terminate, extend or vary its selection process; decline to issue any contract; seek information or negotiate with any potential supplier that has not been invited to submit a Quote; satisfy its requirement separately from the RFQ process; terminate negotiations at any time and commence negotiations with any

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other potential supplier; evaluate quotes as FGGO sees appropriate; and negotiate with any one or more potential suppliers.