

03 December 2021

Request for Proposals # MOBILIST-RFP-001
UK/EU or US Institutional Investor Capital Allocation Strategies and Appetite for EM/FM Listed Products
(Investor Research)

Dear Sir or Madam,

Chemonics International Inc. (hereinafter referred to as “Chemonics”), under the MOBILIST Research and Policy programme, FCDO Contract No. 10066, is issuing a Request for Proposals (RFP) for an Investor Research into UK/EU or US Institutional Investor Capital Allocation Strategies and Appetite for EM/FM Listed Products . The attached RFP contains all the necessary information for interested Offerors.

MOBILIST Research and Policy Platform aims to build sustainable finance in emerging markets and developing countries at scale through research, communications, advocacy, and monitoring, evaluation, and learning. The platform looks to create the evidence base to help guide the growth of sustainable finance and direct finance towards where it is needed most: developing countries. Research outputs from this RFP will assist with addressing policy and information gaps that impede the growth of sustainable public market finance in emerging economies.

Companies or organizations should indicate their interest in submitting a proposal for the anticipated subcontract by sending an email indicating their intention to Procurement Lead at mobilistprocurement@ukmobilist.com by 5.00pm UK time on December 09, 2021.

Chemonics realizes that Offerors may have additional questions after reading this RFP. In response, Chemonics is planning to hold a proposal conference remotely at 3pm UK time on December 8, 2021, to provide prospective Offerors an opportunity to learn more about the MOBILIST Research and Policy Platform, to have questions about this RFP answered, and to learn more about the proposal and subcontracting process. Chemonics encourages all interested Offerors to attend the proposal conference. Pre-registration to attend the proposal conference is required. Please email your pre-registration and any advance questions to oomoyele@chemonics.com by 5.00pm UK time on December 6, 2021.

This RFP does not obligate Chemonics to execute a subcontract nor does it commit Chemonics to pay any costs incurred in the preparation and submission of the proposals. Furthermore, Chemonics reserves the right to reject any and all offers, if such action is considered to be in the best interest of Chemonics.

Sincerely,

Tara Sabre Collier,

Team Lead
MOBILIST Research and Policy Platform

Request for Proposals

RFP # MOBILIST-RFP-001

For the provision of

Research into UK/EU or US Institutional Investor Capital Allocation Strategies and Appetite for EM/FM Listed Products (Investor Research)

Contracting Entity:
Chemonics International Inc.
1 Benjamin Street, Farringdon, London, EC1M 5QL

Funded by:
Foreign, Commonwealth & Development Office

Funded under:
Mobilising Institutional Capital Through Listed Product Structures (MOBILIST) Research and Policy Platform

Prime Contract Number 10066

******* ETHICAL AND BUSINESS CONDUCT REQUIREMENTS *******

Chemonics is committed to integrity in procurement, and only selects suppliers based on objective business criteria such as price and technical merit. Chemonics expects suppliers to comply with our Standards of Business Conduct, available at <https://www.chemonics.com/our-approach/standards-business-conduct/> and the Foreign, Commonwealth & Development Office (FCDO) Supply Partner Code of Conduct available at https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/926545/Supply-Partner-Code-of-Conduct-FCDO-oct20.pdf

Chemonics does not tolerate fraud, collusion among offerors, falsified proposals/bids, bribery, or kickbacks. Any firm or individual violating these standards will be disqualified from this procurement, barred from future procurement opportunities, and may be reported to both FCDO and the Counter Fraud and Whistleblowing Unit (CFWU) at FCDO .

Employees and agents of Chemonics are strictly prohibited from asking for or accepting any money, fee, commission, credit, gift, gratuity, object of value or compensation from current or potential vendors or suppliers in exchange for or as a reward for business. Employees and agents engaging in this conduct are subject to termination and will be reported to FCDO and the Counter Fraud and Whistleblowing Unit (CFWU) at FCDO. In addition, Chemonics will inform FCDO and the Counter Fraud and Whistleblowing Unit (CFWU) at FCDO of any supplier offers of money, fee, commission, credit, gift, gratuity, object of value or compensation to obtain business.

Offerors responding to this RFP must include the following as part of the proposal submission:

- Disclose any close, familial, or financial relationships with Chemonics or project staff. For example, if an offeror's cousin is employed by the project, the offeror must state this.
- Disclose any family or financial relationship with other offerors submitting proposals. For example, if the offeror's father owns a company that is submitting another proposal, the offeror must state this.
- Certify that the prices in the offer have been arrived at independently, without any consultation, communication, or agreement with any other offeror or competitor for the purpose of restricting competition.
- Certify that all information in the proposal and all supporting documentation are authentic and accurate.
- Certify understanding and agreement to Chemonics' prohibitions against fraud, bribery, and kickbacks.

Please contact tacollier@ukmobilst.com with any questions or concerns regarding the above information or to report any potential violations. Potential violations may also be reported directly to Chemonics at BusinessConduct@chemonics.com or by phone/Skype at 888.955.6881.

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List of Acronyms

CO	FCDO Contract Officer
COP	Chief of Party
CV	Curriculum Vitae
FCDO	Foreign, Commonwealth and Development office
M&E	Monitoring and Evaluation
NICRA	Negotiated Indirect Cost Rate Agreement
NGO	Nongovernmental organization
POC	Point of Contact
RFP	Request for Proposals
SAF	Strategic Activities Fund
TL	Team Leader
U.K.	United Kingdom
U.S.	United States
VAT	Value Added Tax

Section I. Instructions to Offerors

I.1. Introduction

Chemonics, the Buyer, acting on behalf of the United Kingdom's Foreign, Commonwealth and Development office (FCDO) and the Mobilising Institutional Capital Through Listed Product Structures (MOBILIST) Research and Policy Platform, under contract number 10066 is soliciting offers from companies and organizations to submit proposals to participate with MOBILIST to carry out a research into UK/EU or US Institutional Investor Capital Allocation Strategies and Appetite for EM/FM Listed Products (Investor Research).

MOBILIST Research and Policy Platform aims to build sustainable finance in emerging markets and developing countries at scale through research, communications, advocacy, and monitoring, evaluation, and learning. The platform looks to create the evidence base to help guide the growth of sustainable finance and direct finance towards where it is needed most: developing countries. Research outputs from this RFP will assist with addressing policy and information gaps that impede the growth of sustainable public market finance in emerging economies.

Chemonics will issue an award to one company or organization. The award will be in the form of a firm fixed price subcontract (hereinafter referred to as "the subcontract". The successful Offeror shall be required to adhere to the statement of work and terms and conditions of the subcontract, which are incorporated in Section III herein.

Offerors are invited to submit proposals in response to this RFP in accordance with **Section I Instructions to Offerors**, which will not be part of the subcontract. The instructions are intended to assist interested Offerors in the preparation of their offer. Any resulting subcontract will be guided by Sections II and III.

This RFP does not obligate Chemonics to execute a subcontract nor does it commit Chemonics to pay any costs incurred in the preparation and submission of the proposals. Furthermore, Chemonics reserves the right to reject any and all offers, if such action is considered to be in the best interest of Chemonics.

Unless otherwise stated, the periods named in the RFP shall be consecutive calendar days.

I.2. Offer Deadline

Offerors shall submit their offers electronically only.

Emailed offers must be received by the same time and date at the following address:

Procurement Lead
mobilistprocurement@ukmobilist.com

Faxed offers will not be considered.

Offerors are responsible for ensuring that their offers are received in accordance with the instructions stated herein. Late offers may be considered at the discretion of Chemonics. Chemonics cannot guarantee that late offers will be considered.

I.3. Submission of Offers

Proposals must be submitted electronically only.

A. Instructions for the Submission of Electronic Copies

Separate technical and cost proposals must be submitted by email no later than the time and date specified in I.2. The proposals must be submitted to the point of contact designated in I.2.

The Offeror must submit the proposal electronically with up to 3 attachments (5 MB limit) per email compatible with MX Word, MS Excel, readable format, or Adobe Portable Document (PDF) format in a Microsoft XP environment. Offerors must not submit zipped files. Those pages requiring original manual signatures should be scanned and sent in PDF format as an email attachment.

The technical proposal and cost proposal must be kept separate from each other. Technical proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit.

I.4. Requirements

To be determined responsive, an offer must include all of documents and sections included in I.4.A and I.4.B.

A. General Requirements

Chemonics anticipates issuing a subcontract to a/an company or organization, provided it is legally registered and recognized under the laws of the United Kingdom or the country where it is headquartered and is in compliance with all applicable civil, fiscal, and other applicable regulations. Such a company or organization could include a private firm, non-profit, civil society organization, or university.

Companies and organizations that submit proposals in response to this RFP must meet the following requirements:

- (i) Companies or organizations, whether for-profit or non-profit, must be legally registered under the laws of the United Kingdom or the country where it is headquartered upon award of the subcontract.
- (ii) Firms operated as commercial companies or other organizations or enterprises (including nonprofit organizations) in which foreign governments or their agents or agencies have a controlling interest are not eligible as suppliers of commodities and services.

Offerors may present their proposals as a member of a partnership with other companies or organizations. In such cases, the subcontract will be awarded to the lead company in the partnership. The leading company shall be responsible for compliance with all subcontract terms and conditions and making all partnership arrangements, including but not limited to division of labor, invoicing, etc., with the other company(ies). A legally registered partnership is not necessary for these purposes; however the different organizations must be committed to work together in the fulfillment of the subcontract terms.

B. Required Proposal Documents

1. Cover Letter

The offeror's cover letter shall include the following information:

- i. Name of the company or organization
- ii. Type of company or organization
- iii. Address
- iv. Telephone
- v. Fax
- vi. E-mail
- vii. Full names of members of the Board of Directors and Legal Representative (as appropriate)
- viii. Taxpayer Identification Number
- ix. Official bank account information
- x. Other required documents that shall be included as attachments to the cover letter:
 - a) Copy of registration or incorporation in the public registry, or equivalent document from the government office where the offeror is registered.
 - b) Copy of company tax registration, or equivalent document.
 - c) Copy of trade license, or equivalent document.
 - d) Subcontractor Due Diligence Checklist (Annex 3)
 - e) Applicable documents listed in I.4.A.

A sample cover letter is provided in Annex 1 of this RFP.

2. Technical Proposal

The technical proposal shall comprise the following parts:

- Part 1: Technical Approach, Methodology and Detailed Work Plan. This part shall be between 5 and 15 pages long, but may not exceed 15 pages.

The Technical Approach should demonstrate how the Offeror will align with principles of high quality research, as well as Value for Money, which are delineated within this document. The Technical Approach should also demonstrate how the Offeror will ensure that their deliverables present findings in a way that is rigorous and impactful in informing the Intended Audience.

- Part 2: Management, Key Personnel, and Staffing Plan. This part shall be between 2 and 5 pages long, but may not exceed 5 pages. CVs for key personnel may be included in an annex to the technical proposal and will not count against the page limit.

Offerors shall propose staff for the following key personnel positions necessary for the implementation of the scope of work:

- Research Lead, who will be the single point of contact accountable for both timeliness and quality of the Offeror's deliverables in the context of the FCDO's Principles of High Quality Research.
- Quality Assurer, who will provide challenge and feedback to the Research Lead on draft deliverables, and should have specialized expertise relevant to the Scope of Work. This may be an individual internal or external to the Offering entity.
- Research Team, including an appropriate mix of qualitative and quantitative research expertise to deliver the Scope of Work.

- Part 3: Corporate Capabilities, Experience, and Past Performance. This part shall be between 2 and 7 pages long, but may not exceed 7 pages.

Part 3 must include a description of the company and organization, with appropriate reference to any parent company and subsidiaries. Offerors must include details demonstrating their experience and technical ability in implementing the technical approach/methodology and the detailed work plan. Additionally, offerors must include 3 past performance references of similar work (under contracts or subcontracts) previously implemented as well as contact information for the companies for which such work was completed. Contact information must include at a minimum: name of point of contact who can speak to the offeror's performance, name, and address of the company for which the work was performed, and email and phone number of the point of contact.

Chemonics reserves the right to check additional references not provided by an offeror.

The sections of the technical proposal stated above must respond to the detailed information set out in Section II of this RFP, which provides the background, states the scope of work, describes the deliverables, and provides a deliverables schedule.

3. Cost Proposal

The cost proposal is used to determine which proposals represent the best value and serves as a basis of negotiation before award of a subcontract.

The price of the subcontract to be awarded will be an all-inclusive fixed price. No profit, fees, taxes, or additional costs can be added after award therefore these costs must be included in the proposal budget. Nevertheless, for the purpose of the proposal, offerors must provide a detailed budget showing major line items, e.g. staff costs, allowances, travel costs, other direct costs, NPAC, VAT, etc., as well as individual line items, e.g. staff costs or rates for individuals, different types of allowances, rent, utilities, insurance, etc. Offers must show unit prices, quantities, and total price. All items, services, etc. must be clearly labeled and included in the total offered price. All cost information must be expressed in Great British Pounds. See Annex 2 for a sample cost structure.

The cost proposal shall also include a budget narrative that explains the basis for the estimate of every cost element or line item. Supporting information must be provided in sufficient detail to allow for a complete analysis of each cost element or line item. Chemonics reserves the right to request additional cost information if the evaluation committee has concerns of the reasonableness, realism, or completeness of an offeror's proposed cost.

If it is an offeror's regular practice to budget indirect rates, e.g. overhead, G&A, administrative, or other rate, Offerors must explain the rates and the rates' base of application in the budget narrative. Chemonics reserves the right to request additional information to substantiate an Offeror's indirect rates.

Under no circumstances may cost information be included in the technical proposal. No cost information or any prices, whether for deliverables or line items, may be included in the technical proposal. Cost information must only be shown in the cost proposal.

1.5. Source of Funding, and Source and Origin

Any subcontract resulting from this RFP will be financed by FCDO funding and will be subject to U.K.

Government and FCDO regulations.

The cooperating country for this RFP is United Kingdom.

Offerors may not offer or supply any products, commodities or related services that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the following countries: Cuba, Iran, North Korea, Syria. Related services include incidental services pertaining to any/all aspects of this work to be performed under a resulting contract (including transportation, fuel, lodging, meals, and communications expenses).

I.6. Chronological List of Proposal Events

The following calendar summarizes important dates in the solicitation process. Offerors must strictly follow these deadlines.

RFP published	03/12/21
Q & A session with offerors	08/12/21
Deadline for written questions	09/12/21
Offerors indicate intention to submit tender	09/12/21
Proposal due date	16/12/21
Subcontract award (estimated)	24/12/21

The dates above may be modified at the sole discretion of Chemonics. Any changes will be published in an amendment to this RFP.

Proposal Conference. A proposal conference (accessible at [this link](#)) will be held virtually on Teams at 3 pm on December 8th 2021 to provide interested offerors an opportunity to learn more about MOBILIST Policy Platform and to ask any questions about this RFP and the solicitation process. Chemonics welcomes any organization to attend this proposal conference. Pre-registration to attend the proposal conference is required. Please email your registration request and any advance questions by 5.00pm UK time on December 6, 2021 to Olu Omoyele, Programme Associate at oomoyele@chemonics.com.

Written notes from the proposal conference will be provided electronically to all registered offerors, including those offerors who submitted written questions prior to the proposal conference, but were unable to attend the proposal conference in person.

Written Questions and Clarifications. All questions or clarifications regarding this RFP must be in writing and submitted to Research Lead at mobilistprocurement@ukmobilist.com no later than 5.00pm UK time on December 09,2021. Questions and requests for clarification, and the responses thereto, will be circulated to all RFP recipients who have indicated an interest in this RFP.

Only written answers from Chemonics will be considered official and carry weight in the RFP process and subsequent evaluation. Any answers received outside the official channel, whether received verbally or in writing, from employees or representatives of Chemonics International, the MOBILIST Research and Policy programme project, or any other party, will not be considered official responses regarding this RFP.

Proposal Submission Date. All proposals must be received by 5.00pm UK time on December 16, 2021. Late offers will be considered at the discretion of Chemonics.

Oral Presentations. Chemonics reserves the option to have select offerors participate in oral presentations with the technical evaluation committee. Interviews may consist of oral presentations of offerors’ proposed activities and approaches. Offerors should be prepared to give presentations to the technical evaluation committee at the MOBILIST Research and Policy programme virtually within 2 days of receiving notification.

Subcontract Award (estimated). Chemonics will select the proposal that offers the best value based upon the evaluation criteria stated in this RFP.

I.7. Validity Period

Offerors’ proposals must remain valid for 60 calendar days after the proposal deadline.

I.8. Evaluation and Basis for Award

An award will be made to the offeror whose proposal is determined to be responsive to this solicitation document, meets the eligibility criteria stated in this RFP, meets the technical, management/personnel, and corporate capability requirements, and is determined to represent the best value to Chemonics. Best value/value for money will be decided using the tradeoff process.

This RFP will use the trade-off process to determine best value/value for money. That means that each proposal will be evaluated and scored against the evaluation criteria and evaluation sub-criteria, which are stated in the table below. Cost proposals are not assigned points, but for overall evaluation purposes of this RFP, technical evaluation factors other than cost, when combined, are considered more important than cost factors. If technical scores are determined to be equal or nearly equal, cost will become the determining factor.

In evaluating proposals, Chemonics will use the following evaluation criteria and sub-criteria:

Evaluation Criteria	Evaluation Sub-criteria	Maximum Points
	Technical Approach, Methodology, and Detailed Work Plan	
	Technical know-how – Does the proposal clearly explain, understand, and respond to the objectives of the project as stated in the Scope of Work?	10
	Approach and Methodology – Does the proposed program approach and detailed activities and timeline fulfil the requirements of executing the Scope of Work effectively and efficiently?	10
	Sector/ Market Knowledge – Does the proposal demonstrate the offeror’s sector and market knowledge as required by the SOW? This sector/market knowledge includes the risks, regulations and other considerations of asset	10

	owners in regards to investing in emerging and frontier economies, as well as asset owner listed market asset allocation strategies	
	Research Quality – Does the proposal demonstrate understanding of, and alignment with the principles of high-quality research and Value for Money? Does the proposal meet or exceed the criteria for delivering excellent quality research with high value for money, as indicated in Attachment A and B?	10
Total Points – Technical Approach		40
Management, Key Personnel, and Staffing Plan (Team)		
	Personnel Qualifications – Do the proposed team members have necessary experience and capabilities to carry out the Scope of Work?	20
Total Points – Management		20
Corporate Capabilities, Experience, and Past Performance (Track Record)		
	Company Background and Experience – Does the company have experience relevant to the project Scope of Work?	20
	Does the company have a demonstrated track record of informing and engaging institutional investors?	10
Total Points – Corporate Capabilities		20
Total Points		90

Evaluation points will not be awarded for cost. Cost will primarily be evaluated for realism and reasonableness. If technical scores are determined to be nearly equal, cost will become the determining factor.

This RFP utilizes the tradeoff process. Chemonics will award a subcontract to the offeror whose proposal represents the best value to Chemonics and the MOBILIST Research and Policy programme project. Chemonics may award to a higher priced offeror if a determination is made that the higher technical evaluation of that offeror merits the additional cost/price.

I.9. Negotiations

Best offer proposals are requested. It is anticipated that a subcontract will be awarded solely on the basis of the original offers received. However, Chemonics reserves the right to conduct discussions, negotiations and/or request clarifications prior to awarding a subcontract. Furthermore, Chemonics reserves the right to conduct a competitive range and to limit the number of offerors in the competitive range to permit an efficient evaluation environment among the most highly-rated proposals. Highest-rated offerors, as

determined by the technical evaluation committee, may be asked to submit their best prices or technical responses during a competitive range. At the sole discretion of Chemonics, offerors may be requested to conduct oral presentations. If deemed an opportunity, Chemonics reserves the right to make separate awards per component or to make no award at all.

I.10. Terms of Subcontract

This is a request for proposals only and in no way obligates Chemonics to award a subcontract. In the event of subcontract negotiations, any resulting subcontract will be subject to and governed by the terms and clauses detailed in Section III. Chemonics will use the template shown in section III to finalize the subcontract. Terms and clauses are not subject to negotiation. By submitting a proposal, offerors certify that they understand and agree to all of the terms and clauses contained in section III.

I.11. Privity

By submitting a response to this request for proposals, offerors understand that FCDO is NOT a party to this solicitation.

Section II Background, Scope of Work, Deliverables, and Deliverables Schedule

II.1. Background

MOBILIST will sponsor an ambitious programme of research to inform and influence market actors, filling knowledge gaps and correcting misperceptions to enhance the volume and efficiency of capital allocated to emerging and frontier markets. Our research serves three primary audiences:

- Asset allocators, including asset owners, asset managers, and asset consultants, some of whom have emerging and frontier market track record and are increasingly familiar with alternative asset classes ('Investor Research');
- Emerging and frontier economy firms and fund managers, with potential to list on international markets ('Product Research'); and
- Intermediaries and facilitators, including policymakers and regulators in emerging and frontier markets ('Policy Research').

Combined with MOBILIST seed capital and technical support for high potential firms and fund managers, MOBILIST's research outputs will help demonstrate the potential of emerging and frontier market listed assets for international portfolios. Ultimately, MOBILIST research will help enhance the flow of capital into assets that contribute to sustainable economic development in emerging and frontier markets, contributing *at scale* to the Sustainable Development Goals.

This RFP relates to the first piece of Investor Research commissioned under MOBILIST's research agenda, and will constitute the flagship knowledge product from the first year of operation. The knowledge gap we have identified for this piece of research is rigorous analysis of the range of allocation strategies that attract UK/Canadian/EU or US institutional investors to emerging and frontier market listed assets, and in particular on the role of information asymmetries in determining asset allocation strategy. The Intended Audience for this research is asset managers and asset consultants with a mandate to invest in/advise on emerging and frontier markets, and additional asset managers and consultants interested in developing such a mandate.

Specifically, the Offeror's deliverables should provide actionable and original insights on:

- Recent evolution in allocation strategies that attract asset owners, managers, and consultants to emerging and frontier markets, for example in pursuit of value, growth, and diversification;
- The role of informational asymmetries in shaping capital allocation to these assets, including by determining the relative attractiveness of different markets and asset classes;
- Recent market-based and regulatory innovations that have helped correct for key informational asymmetries, with specific examples; and
- Priority areas for exploration in future research relating to asset allocation strategies, including in the context of key megatrends transforming capital markets and the global economy.

The Offeror will receive an initial literature review conducted by the MOBILIST team, and will be supported by an Advisory Panel of experts from FCDO, from the practitioner community, and from the academic community. This Advisory Panel will also ensure alignment with the FCDO Research and Evidence Division's quality standards, described in Annex 4 and 5.

The Final Research Report will be made available online and through targeted dissemination with the Intended Audience at the discretion of Chemonics and FCDO. This dissemination will seek to inform (i)

the products prioritized for MOBILIST seed capital and technical assistance; (ii) asset allocators' listed emerging and frontier market strategies; (iii) uptake of additional policy measures and of market-based interventions that correct for informational asymmetries; and (iv) future MOBILIST research projects.

II.2. Scope of Work

Asset allocators articulate, rationalise, and execute their emerging and frontier market strategies in innumerable, varied ways.¹ Even the very definitions of 'emerging' and 'frontier' markets vary widely. Some see cyclical value, while others emphasise longer-term structural growth opportunities.² Some enter emerging and frontier markets seeking alpha, while others are hunting diversification in uncorrelated markets, asset classes, and currencies.³ Some advocate active management anchored in deep country expertise,⁴ while others deploy model portfolios, tailored quantitative strategies, or back indices. Some allocators prefer concentrated regional strategies or constrain positions to a small subset of larger, deeper emerging markets;⁵ while others seek diversification through exposure to a fuller set of smaller emerging and frontier economies. Some prioritise country macroeconomic and political risk, while others are drawn to emerging and frontier economies under sector, asset class, or thematic strategies. Some are deterred by ESG risk,⁶ while others are hunting impact upside. Our rapid literature review has not yielded systematic comparative analysis of the prevalence of these varied investment theses, nor on the extent to which emerging and frontier market listed assets deliver against them in practice.

On the specific role of informational asymmetries in determining capital allocation strategy, our rapid review identified country-specific analyses for Romania,⁷ Indonesia,⁸ South Korea,⁹ and Turkey¹⁰. For example, Dvorak (2005) finds that Indonesian clients of global brokerages outperform foreign clients on Indonesian markets, because they are able to combine local information and global expertise. Edison and Warnock (2003) similarly find that emerging market equities cross-listed on a US exchange are treated similarly to US stocks, suggesting an important role for informational asymmetries in home bias. However, Tudor (2021) notes as a counterargument that international investors' 'sophistication' and 'superior investment skills' could make them better informed, and finds such a long-run informational advantage for international institutional investors in Romania.

We have found relatively little analysis of innovative solutions to informational asymmetries that affect allocation to emerging and frontier market listed assets. One notable exception is recent evidence on the role of cross-listing in allowing emerging and frontier market firms to signal the quality of their corporate

¹ Asset allocators for the purpose of this scope are defined as: Asset Owners (AOs) themselves (generally large enough with requisite resources and structure to support own investment), Asset Managers (AMs) under delegated/intermediated mandates from AOs, other intermediaries including Asset Consultants (ACs) and other advisors.

² https://www.robeco.com/media/6/1/6/616ce931f9662a57186c66ebb8358f11_201510-strategic-allocation-to-quantitative-emerging-markets-strategies_tcm17-1947.pdf

³ <https://www.morganstanley.com/im/en-la/intermediary-investor/insights/articles/emerging-market-allocations-how-much-to-own.html>

⁴ https://www.bis.org/publ/qtrpdf/r_qt1409e.pdf

⁵ <https://investors-corner.bnpparibas-am.com/investing/the-case-for-a-multi-asset-approach-to-emerging-markets/>

⁶ <https://www.rbcwealthmanagement.com/en-eu/insights/the-rise-of-esg-investing-opportunities-in-emerging-markets>

⁷ <https://www.mdpi.com/2227-9091/9/8/149/htm>

⁸ <https://onlinelibrary.wiley.com/doi/abs/10.1111/j.1540-6261.2005.00747.x>

⁹ <https://academic.oup.com/rfs/article-abstract/18/3/795/1617731?redirectedFrom=PDF>

¹⁰ <https://pure.hud.ac.uk/en/publications/foreign-institutional-investors-information-asymmetries-and-asset>

governance and to access preferential institutions and costs of capital. See, for example, Temouri et al's (2016) analysis of cross-listing from South Africa, Indonesia, Mexico, and Poland.¹¹ Conceptual frameworks to describe and understand collaboration among asset owners to pool information and the costs of mitigating knowledge gaps have also been offered by Baccher, Monk, and Sharma (2016).¹² However, practical experience with asset owner platforms, for example in South Africa, and other peer-led innovations to overcome informational asymmetries is not well documented.

The Offeror will help to fill these knowledge gaps, by answering the following research questions:

1. **Strategy:** How do asset allocators rationalise their emerging and frontier economy listed market strategies? How does this vary between allocators, markets, and asset classes? How has the rationale evolved over time?
2. **Information:** To what extent do information asymmetries determine which emerging and frontier market economies and listed asset classes are prioritised by international investors?
3. **Solutions:** What market-based or policy/regulatory solutions have helped overcome information asymmetries for 2-3 case study emerging/frontier markets or asset classes? These could include cross-listing, peer networks, investment platforms, in-market local partnerships, M&A, and mandatory disclosure frameworks.
4. **Outlook:** How are allocation strategies for emerging and frontier market listed assets changing (and likely to change) in the context of key megatrends, including slowdown in China, rapid urbanisation and infrastructure demand, the rise of mandatory ESG disclosures, and climate change?

We expect the study will require a brief desk-based literature review building upon the existing review, quantitative analysis of emerging and frontier economy listed assets, and key informant interviews with emerging and frontier market strategists at a representative sample of UK/Canadian/EU or US listed market asset allocators. The sample should include stratification by size and liquidity, risk, and return requirements. Case studies are to be agreed with Chemonics and the Advisory Panel during inception.

II.3. Deliverables

The successful offeror shall deliver to Chemonics the following deliverables, in accordance with the schedule set forth in II.4 below.

Deliverable No. 1: Inception Report

A 5-7 page Inception Report detailing:

- Finalised research questions
- Final methodology and workplan
- Risks and mitigants

Deliverable No. 2: Research Report

A written Research Report of up to 30 pages, comprising at a minimum:

- Abstract

¹¹ <https://www.sciencedirect.com/science/article/pii/S1075425316301533>

¹² https://papers.ssrn.com/sol3/papers.cfm?abstract_id=2866168

- Research questions
- Evidence review
- Conceptual framework and key hypotheses to be tested
- Methodology
- Results
- Conclusions, including recommendations for future research

The Offeror may also submit annexes beyond the 30 page report, with additional findings and detail of their methodology.

The Offeror should submit a draft of the Research Report to Chemonics for one round of review and feedback, prior to submitting the final deliverable. Chemonics may also share the draft with the Advisory Panel for one round of review and feedback.

Deliverable No. 3: Research Presentation

3a. A summary Research Presentation in the form of a slide deck, comprising headlines from each section of the report, including:

- Abstract
- Research questions
- Evidence review
- Conceptual framework and key hypotheses to be tested
- Methodology
- Results
- Conclusions, including recommendations for future research

3b. The Offeror will present the Research Presentation during a meeting with the Advisory Panel and will coordinate a dissemination event to share the initial findings with key stakeholders, including the MOBILIST Policy Platform advisory panel, MOBILIST Steering Committee and relevant asset owners. Details of the event will be agreed with Chemonics during inception, but we anticipate that it will be a virtual presentation and discussion to engage the Intended Audience.

II.4. Deliverables Schedule

The successful offeror shall submit the deliverables described above in accordance with the following indicative deliverables schedule. The final schedule will be agreed with Chemonics during inception, however we expect that all deliverables should be finalised by 31 March 2022.

Deliverable Number	Deliverable Name	Due Date
1	Inception Report	1 weeks after subcontract signing
2	Research Report	8 weeks after subcontract signing
3	Research Presentation	10 weeks after subcontract signing

*Deliverable numbers and names refer to those fully described in II.3 above.

Section III Example Firm Fixed Price Subcontract Template (Terms and Clauses)

SUBCONTRACT AGREEMENT

between

CHEMONICS INTERNATIONAL INC

and

SECOND PARTY

SECTION 1: BACKGROUND, CONTRACT DATA, BASIS OF AGREEMENT AND SIGNATURES

Chemonics has entered or expects to enter into a contract (the Prime Contract, as defined in clause 1.1 of Section 2) under which Chemonics agrees to supply certain services to the Authority (as defined in clause 1.1 of Section 2).

The Subcontractor is to supply all of the services specified in the Subcontract Scope of Work (as defined in clause 1.1) on a "back-to-back" basis with Chemonics, and in accordance with the provisions set out in this agreement.

CONTRACT DATA

Date and Reference of Subcontractor Proposal/Bid/Tender	
Total value of Subcontract Agreement	
Parties - Chemonics	
Chemonics	
Chemonics country of incorporation and registration	
Company number	
Chemonics address	
Chemonics Representative	
Chemonics Representative phone number	
Chemonics Representative email address	
Parties - Subcontractor	
Subcontractor	
Subcontractor country of incorporation and registration	
Subcontractor address	
Subcontractor Representative	
Subcontract Representative phone number	
Subcontractor Representative email address	
Subcontractor Key Personnel	
Authority	The UK's Foreign, Commonwealth and Development Office (FCDO)
Project Name	MOBILIST
Authority Project Number	
Framework	
Subcontract Number	
Effective Date	
Start Date	
Completion Date	

<p>Chemonics contact details for the Subcontractor or Subcontractor Personnel to notify any potential conflict of interest, safeguarding, anti-bribery and corruption or any other compliance concerns</p>	<p>Email: businessconduct@chemonics.com Online: www.chemonics.com/reporting Phone/Skype: 888.955.6881 WhatsApp: 202.355.8974</p>
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NOW IT IS HEREBY AGREED AS FOLLOWS

- 1 In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions in Section 2 of this agreement.
- 2 The following shall be deemed to form and be read and construed as part of this agreement:
 - Section 1: Background, Contract Data, Basis of Agreement and Signatures
 - Section 2: Conditions
 - Schedule 1 - Subcontract Scope of Work
 - Schedule 2 - Fees, Expenses and Invoicing
 - Schedule 3 - Particulars
 - Schedule 4 - Alterations to Prime Contract
 - Schedule 5 - Mandatory Policies
 - Schedule 6 – TUPE
 - Schedule 7 – Standard Contractual Clauses (Data Transfers)
 - Appendix 1 - Prime Contract
- 3 In consideration of the payments to be made by Chemonics to the Subcontractor, in accordance with this agreement, the Subcontractor agrees to perform the Services (as defined in clause 1.1 of Section 2) in conformity with the provisions of this agreement.
- 4 Chemonics hereby agrees to pay the Subcontractor, in consideration of the performance of the Services, such amounts as become payable under the provisions of this agreement at the times and in the manner prescribed by this agreement.

Signed by **NAME OF AUTHORISED SIGNATORY** for and on behalf of
CHEMONICS INTERNATIONAL INC Title of Authorised Signatory Date

Signed by **NAME OF DIRECTOR** for and on behalf of **NAME OF SUBCONTRACTOR**
 Director Date

SECTION 2: CONDITIONS

INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

Definitions:

Applicable Law: any law, statute, regulation, by-law or subordinate legislation and codes in force from time to time in any jurisdiction that the Services are provided and/or to which Chemonics and/or the Subcontractor and/or the Authority are subject.

Authority: the authority referred to in the Contract Data and such other persons including public authorities, entitled under the Prime Contract to use the services and/or goods to be delivered by Chemonics under the Prime Contract.

Contract Data: the information set out in Section 1 of this agreement under the heading “Contract Data.”

Chemonics: Chemonics International Inc. whose details are set out in the Contract Data.

Chemonics Personnel: any person engaged by Chemonics as an officer, employee, agent, contractor or subcontractor.

Chemonics Representative: the person duly authorised by Chemonics to act on its behalf for the purposes of this agreement and identified as such in the Contract Data subject to change in accordance with clause 7.

Completion Date: the date specified in the Contract Data as the "Completion Date".

Deliverables: all documents, products and materials developed by the Subcontractor, its employees, consultants, agents, subcontractors and suppliers as part of or in relation to the Subcontract Scope of Work in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, software, data, specifications and reports (including drafts).

Effective Date: the date specified in the Contract Data as the "Effective Date".

Prime Contract: the ["Call Down Contract" OR the agreement] entered into or expected to be entered into between Chemonics and the Authority for the Prime Contract Project, the relevant sections of which are attached at Appendix 1.

Prime Contract Project: the project that Chemonics is engaged to deliver pursuant to the provisions of the Prime Contract and described in the Contract Data.

Mandatory Policies: the mandatory policies and procedures referred to in Schedule 5 as amended from time to time.

Relevant Requirements: all Applicable Laws relating to bribery, corruption, tax evasion and fraud, including the Bribery Act 2010 and any guidance issued by the UK's Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010 and the United States' Foreign Corrupt Practices Act of 1977, as amended.

Services: the services set out in the Subcontract Scope of Work and such other services as the parties may agree in writing from time to time that the Subcontractor shall provide.

Standard Contractual Clauses: the standard contractual clauses for the transfer of personal data as set out in Schedule 7.

Start Date: the date specified in the Contract Data as the "Start Date".

Subcontract Scope of Work: the specification set out in Schedule 1.

Subcontractor: the subcontractor whose details are set out in the Contract Data.

Subcontractor Key Personnel: the individuals (if any) identified as key personnel in the Contract Data.

Subcontractor Personnel: any person engaged by the Subcontractor as an officer, employee, agent, contractor or subcontractor.

Subcontractor Representative: the person duly authorised by the Subcontractor to act on its behalf for the purposes of this agreement and identified as such in the Contract Data subject to change in accordance with clause 7.

Working Day: any day other than a Saturday, Sunday or public holiday in England and Wales.

Working Hours: the period from 9.00 am to 6.00 pm UK time on any Working Day.

Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.

Except as provided expressly in this clause 1 and Schedule 4 of this agreement, terms as defined in the Prime Contract shall have the same meaning when used in this agreement.

Except as provided expressly in this agreement, the rules of interpretation in the Prime Contract shall apply to this agreement.

For the purposes of this agreement, and unless the context otherwise requires, references in the Prime Contract to the "Call Down Contract" shall be to the Prime Contract as incorporated into this agreement, with the alterations made for the purposes of this agreement.

In this agreement any reference to a "clause", "Section" or "Schedule" is, unless the context otherwise requires, a reference to a clause, Section or Schedule in this agreement, excluding a clause, section or schedule in the Prime Contract.

A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's successors and permitted assigns.

The Schedules and Appendices form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules and the Appendices.

Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

A reference to any party shall include that party's successors and permitted assigns.

A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

*A reference to **writing** or **written** includes email.*

Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

Any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English legal term in that jurisdiction.

*A reference to **this agreement** or to any other agreement or document referred to in this agreement is a reference to this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.*

*Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.*

COMMENCEMENT AND DURATION

Subject to clause 2.2 below, this agreement shall have legal effect from the Effective Date.

If the Prime Contract has not been signed by the Effective Date this agreement shall have legal effect from the date on which the Subcontractor receives written notice from Chemonics that the Prime Contract has become legally effective. Whether or not Chemonics decides to enter into the Prime Contract with the Authority shall be entirely at the option of Chemonics.

Subject to the whole of this agreement becoming legally effective, the Subcontractor shall begin delivering the Services and any goods required pursuant to the Subcontract Scope of Work on the Start Date and shall complete delivery of such Services and any such goods on or before the Completion Date.

This agreement shall continue in force until Chemonics notifies the Subcontractor that the Subcontractor has discharged all its obligations under it unless:

the Prime Contract is terminated for any reason, in which case this agreement shall terminate immediately and automatically, without further action being necessary by the parties, and subject to all the rights of the parties accrued up to the date of termination;

the Authority requests that the Subcontractor is replaced or removed from the Prime Contract Project and Chemonics notifies the Subcontractor of the Authority's request in which case this agreement shall terminate without further action being necessary by the parties and subject to all the rights of the parties accrued up to the date of termination; or

this agreement is terminated by one of the parties under clause 10 or under any other provision of this agreement.

BACK-TO-BACK AGREEMENT AND SUBCONTRACTOR OBLIGATIONS

As soon as this clause becomes effective under clause 2 above, the Subcontractor shall be bound to Chemonics in respect of the Subcontract Scope of Work as Chemonics shall be bound to the Authority under the Prime Contract except as further provided in this agreement.

Except as expressly provided otherwise in this agreement, the Prime Contract shall be used to determine the respective rights and duties including representations and warranties of Chemonics and the Subcontractor under this agreement except that:

wherever in the Prime Contract there is a reference to the Authority or a term referring to the Authority, for the purposes of this agreement a reference to Chemonics or a term referring to Chemonics shall be substituted;

wherever in the Prime Contract there is a reference to Chemonics or a term referring to Chemonics, for the purposes of this agreement a reference to the Subcontractor or a term referring to the Subcontractor shall be substituted; and

the Prime Contract shall be interpreted subject to the further alterations made for the purposes of this agreement as set out in Schedule 4.

Unless expressly required by the terms of this agreement or authorised by Chemonics in writing, the Subcontractor shall not do anything or omit to do anything that:

causes, constitutes or contributes to a breach by Chemonics of any of Chemonics' obligations arising out of or in connection with the Prime Contract; or

causes, constitutes or contributes to Chemonics incurring any liability to any person including the Authority and any of Chemonics's employees, officers, consultants, agents, contractors or other subcontractors.

The Subcontractor shall comply with such instructions that are issued by Chemonics from time to time that are reasonably necessary to ensure that Chemonics complies with its obligations under the Prime Contract and to avoid the Authority terminating the Prime Contract.

Without prejudice to clause 3.6, Chemonics shall not be responsible to the Subcontractor for any failure to perform its obligations under this agreement where there is a corresponding failure by the Authority to perform its obligations under the Prime Contract.

Chemonics shall use its reasonable endeavours to enforce its rights and the Authority's obligations under the Prime Contract.

Chemonics' obligation under clause 3.6 does not require Chemonics to bear any cost or expense or take any legal action or appeal.

INDEMNITY FROM SUBCONTRACTOR AND DISPUTES

The Subcontractor shall indemnify Chemonics and the Chemonics Personnel against all liabilities, costs, expenses, damages and losses (including any liquidated damages, direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Chemonics or any of the Chemonics Personnel as a result of or in connection with:

any claim brought against Chemonics or any of the Chemonics Personnel for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the receipt, use or supply of the Services or any goods supplied by the Subcontractor under this agreement, including the Deliverables, to the extent that the claim is attributable to the acts or omissions of the Subcontractor, including the Subcontractor's Personnel;

the Subcontractor's breach or negligent performance or non-performance of this agreement; and

any claim made against Chemonics by a third party, including the Authority, arising out of, or in connection with, the supply of the Services or any goods supplied by the Subcontractor under this agreement, including the Deliverables, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this agreement by the Subcontractor.

If Chemonics is negligent or at fault, the Subcontractor's liability under clause 4.1 shall be reduced to the extent that Chemonics's negligence or fault contributed to the claims or losses referred to in clause 4.1.

The Subcontractor shall cooperate with Chemonics in dealing with any disputes that arise between Chemonics and the Authority arising out of the Subcontract Scope of Work and shall pay in full for any litigation, arbitration, mediation, adjudication, expert determination or other dispute settlement procedure in which Chemonics might be involved as a result of entering into this agreement and the Prime Contract.

The Subcontractor must make prompt payment of any sums due under this clause 4.

Chemonics shall indemnify the Subcontractor and the Subcontractor Personnel against all liabilities, costs, expenses, damages and losses (including any liquidated damages, direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Subcontractor or any of the Subcontractor Personnel as a result of or in connection with:

any claim brought against the Subcontractor or any of the Subcontractor Personnel for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the receipt, use or supply of any goods supplied by Chemonics to the Subcontractor under this agreement to the extent that the claim is attributable to the acts or omissions of Chemonics, including the Chemonics Personnel; and

Chemonics' breach or negligent performance or non-performance of this agreement.

If the Subcontractor is negligent or at fault, Chemonics' liability under clause 4.5 shall be reduced to the extent that the Subcontractor's negligence or fault contributed to the claims or losses referred to in clause 4.5.

Chemonics must make prompt payment of any sums due under this clause 4.

FEES, CHARGES AND EXPENSES

Chemonics shall pay to the Subcontractor as full consideration for the performance by the Subcontractor of its duties under this agreement the amounts set out and at the times specified in Schedule 2.

Where the Subcontractor's fees are calculated on a time and materials basis:

the Subcontractor shall not be entitled to charge for any days worked beyond the limits set out in Schedule 2 unless it has Chemonics' prior written consent to do so; and

the Subcontractor shall ensure that every individual whom it engages on the Services completes timesheets to record time spent on the Services, and the Subcontractor shall indicate the time spent per individual in its invoices.

The amounts set out in Schedule 2 are inclusive of all taxes (including/excluding value added or similar sales taxes), levies and duties and cover the charge for the Services (and any goods) and all of the Subcontractor's costs and expenses save as expressly agreed in writing between Chemonics and the Subcontractor.

The Subcontractor shall invoice Chemonics for its fees and allowable expenses at the times and in the manner specified or as referred to in Schedule 2.

Chemonics shall pay each invoice submitted to it by the Subcontractor within the timescales and subject to any conditions stated in Schedule 2.

Chemonics is not responsible for the payment of any bank charges applied by the Subcontractor's bank for any reason including in connection with the receipt of payments made to the Subcontractor.

Chemonics may at any time and at its option set off any liability of the Subcontractor to Chemonics (including any amounts due under clause 4 above) against any liability of Chemonics to the Subcontractor. If the liabilities to be set off are expressed in different currencies, Chemonics may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by Chemonics of its rights under this clause shall not limit or affect any other rights or remedies available to it under this agreement or otherwise.

COMPLIANCE WITH LAWS AND POLICIES

Each party shall at its own expense comply with all laws and regulations relating to its activities under this agreement, as they may change from time to time, and with any conditions binding on it in any applicable licences, registrations, permits and approvals. For the avoidance of doubt, nothing in this clause shall prevent the Subcontractor from claiming expenses that are permitted in accordance with Schedule 2.

The Subcontractor shall comply with the Mandatory Policies as Chemonics or the Authority may update them from time to time.

PROJECT MANAGEMENT AND SECURITY

The Subcontractor Representative shall co-operate with the Chemonics Representative and shall attend meetings scheduled by the Chemonics Representative at reasonable intervals to advise and assist Chemonics on all matters relating to this agreement.

The Subcontractor agrees that, unless requested by Chemonics, it shall not replace the Subcontractor Key Personnel or the Subcontractor Representative unless:

- the individual to be replaced is prevented by ill-health from carrying out their duties in connection with the agreement for a significant period;*
- the individual resigns from their engagement with the Subcontractor; or*
- the Subcontractor makes a reasonable written request to Chemonics to replace the individual because they have performed unsatisfactorily or have caused a breach of any of the Subcontractor's obligations under this agreement.*

Subject to clause 7.2 the Subcontractor may only replace the Subcontractor Key Personnel or the Subcontractor Representative with an individual approved in writing by Chemonics.

If the Authority or Chemonics believes that any of the Subcontractor's Personnel are unsuitable to undertake any of the work as envisaged under this agreement:

- Chemonics and/or the Authority may refuse admission to the relevant person(s) to the Sites; and/or*
- the Subcontractor shall, at Chemonics' and/or the Authority's written request, end the involvement of the relevant person(s) in the provision of the Services; and/or*
- the Subcontractor shall, at Chemonics' written request, replace the relevant person(s) without direct or indirect charge to Chemonics or the Authority and the Subcontractor shall fully indemnify and hold Chemonics, the Chemonics Personnel and the Authority harmless against any claims of any kind that may arise with regard to the replacement of such Subcontractor Personnel.*

Chemonics may replace the Chemonics Representative at any time.

The Subcontractor shall and shall ensure that all the Subcontractor Personnel shall:

- obey all lawful instructions and reasonable directions of the Authority or Chemonics (including, if so required by the Authority, the ICT Policy) and provide the Services to the reasonable satisfaction of the Authority and Chemonics;*
- comply with all reasonable requirements of the Authority or Chemonics concerning conduct at Sites including any security requirements;*
- comply with any of the Authority's policies and Chemonics policies provided to the Subcontractor or the Subcontractor Personnel from time to time; and*
- subject to Schedule 2 of Section 2 of the Prime Contract (Staff Transfer) retain overall control of the Subcontractor Personnel at all times so that the Subcontractor Personnel shall not be deemed to be employees, agents or contractors of the Authority or Chemonics and shall not be entitled to any benefits from Chemonics, for example, stock purchase or stock option plans.*

The Subcontractor shall immediately notify Chemonics of any instructions that it or any of the Subcontractor Personnel receive from the Authority.

The Subcontractor shall ensure that when supplying any Services, the security arrangements that it has in place for the Subcontractor Personnel are of the highest standards, taking into account the particular risks and challenges of the environment in which they are operating and include an emergency response system and evacuation plan. The foregoing provisions in this clause are without prejudice to the Subcontractor's duty of care obligations arising out of or in connection with the provisions of the Prime Contract which apply to the Subcontractor on a back-to-back basis under clause 3.

The Subcontractor shall ensure that the Subcontractor Personnel:

- follow the Subcontractor's security procedures in connection with the Services;*
- have the necessary qualifications, experience and physical and mental capability to fulfil their duties and the tasks allocated to them in the environments in which they will operate in connection with the Services; and*
- are provided with suitable equipment by the Subcontractor to enable them to fulfil their duties and the tasks allocated to them in connection with the Services and to communicate with the Subcontractor.*

The Subcontractor shall indemnify Chemonics against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs

(calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Chemonics arising out of or in connection with:

- (a) the Subcontractor's breach of clause 7.8 and/or clause 7.9; and/or*
- (b) any claim, howsoever arising, by the Subcontractor's employees, consultants and/or representatives and any other person employed or otherwise engaged by the Subcontractor in connection with the performance of this agreement.*

If Chemonics is negligent or at fault, the Subcontractor's liability under clause 7.10 shall be reduced to the extent that Chemonics's negligence or fault contributed to the claims or losses referred to in clause 7.10.

The Subcontractor will notify Chemonics immediately if it is in breach of or at risk of being in breach of clause 7.8 or clause 7.9.

EQUIPMENT OR FACILITIES

Chemonics will provide or procure the provision of the equipment and facilities specified in Schedule 3 to the Subcontractor.

The Subcontractor may only use the equipment and facilities specified in Schedule 3 for the sole purpose of delivering the Services and supplying any goods pursuant to this agreement. Personal use of equipment is prohibited.

Upon termination of this agreement for any reason the Subcontractor will return the equipment specified in Schedule 3 to Chemonics in good condition and shall stop using the facilities provided to it.

The Subcontractor will ensure that in connection with the supply of the Services neither it nor any of the Subcontractor Personnel will use or procure for use any goods, assets or services from any of the organisations referred to in Schedule 3.

The Subcontractor is authorised to procure and invoice Chemonics for any equipment and supplies detailed in the schedule of expenses in Schedule 2. For the purposes of this clause 8.5, "Equipment" is defined as assets and supplies that have a purchase price or development cost that exceeds £500 or equivalent in local currency. Any other equipment or supplies required by the Subcontractor to perform the Services shall be at the Subcontractor's expense. The Subcontractor shall ensure procurement of items be undertaken in accordance with the best practice principles of openness, fairness and transparency. The procurement process shall demonstrate that the Subcontractor has achieved "Value for Money" as defined by the Authority. Chemonics reserves the right to review the Subcontractor's procurement documentation to ensure it was carried out using strict due diligence processes that ensure the protection of the Authority's interests.

LIMITATION OF LIABILITY

Nothing in this agreement shall limit or exclude either party's liability for:

death or personal injury caused by its negligence or that of its employees, agents or subcontractors (as applicable);

fraud or fraudulent misrepresentation by it or its employees;

breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

any liability to the extent it cannot be limited or excluded by law.

Subject to clause 9.1:

Chemonics shall not have any liability to the Subcontractor, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of revenue, loss of use, loss of goodwill, loss of data, loss due to interruption of business, or loss of anticipated savings, whether direct or indirect, and even if Chemonics has been advised of the possibility of such losses or damage, or for any indirect or consequential loss arising under or in connection with this agreement; and

Chemonics's total liability to the Subcontractor, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited to the total undisputed and properly charged amounts arising out of work done by the Subcontractor, which amounts have been approved by the Authority and paid to Chemonics but which Chemonics has not paid to the Subcontractor.

Subject to clause 9.1 and clause 9.4, the provisions of clause 3.2 shall apply to determine the extent to which the Subcontractor's liability to Chemonics is excluded or limited under this agreement.

Nothing in this agreement shall limit or exclude the Subcontractor's liability arising out of or in connection with clause 4.1(a) and/or clause 11.

TERMINATION

Without prejudice to any rights that have accrued under this agreement or any of its other rights or remedies and without prejudice to Chemonics' rights to terminate or suspend this agreement by virtue of clause 3.2, either party may at any time terminate this agreement with immediate effect by giving written notice to the other party if:

the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;

the other party commits a material breach of any term of this agreement (other than failure to pay any amounts due under this agreement) and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;

the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

the other party's financial position deteriorates to such an extent that in the terminating party's reasonable opinion the other party's capability to adequately fulfil its obligations under the agreement has been placed in jeopardy.

Chemonics may terminate this agreement immediately by notice in writing to the Subcontractor if the Subcontractor is in breach of its obligations under clause 6 or under clauses 18 through to 21 inclusive or if any warranty or representation given by the Subcontractor under or in connection with this agreement is found to be untrue or misleading or if the Subcontractor fails to comply in the performance of this agreement with legal obligations in the fields of environmental, social or labour law.

Chemonics may also terminate this agreement without default at any time on 30 days' notice in writing to the Subcontractor. If Chemonics terminates this agreement without default, Chemonics will reimburse the Subcontractor's unavoidable costs properly and necessarily incurred in connection with the termination of this agreement.

On termination or expiry of this agreement:

the Subcontractor shall immediately deliver to Chemonics all Deliverables whether or not then complete and return to Chemonics any of Chemonics's and/or the Authority's property and equipment. If the Subcontractor fails to do so, then Chemonics may enter the Subcontractor's premises and take possession of them. Until they have been delivered or returned, the Subcontractor shall be solely responsible for the safe keeping of all Deliverables and Chemonics's and/or the Authority's property and equipment in its possession and will not use them for any purpose not connected with this agreement;

the Subcontractor shall immediately stop using any facilities provided to it by Chemonics or the Authority;

the Subcontractor shall, if so requested by Chemonics, provide all assistance reasonably required by Chemonics to facilitate the smooth transition of the Services to Chemonics or any replacement supplier appointed by Chemonics; and

any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement including clause 1, clause 3, clause 4, clauses 9 through to clause 17 inclusive, clauses 24 through to clause 30 inclusive, clauses 32 through to clause 38 inclusive, Schedule 2, Schedule 4, Schedule 6 and Appendix 1 shall remain in full force and effect.

If Chemonics terminates or suspends this agreement because the Authority has terminated or suspended the Prime Contract under provisions in the Prime Contract that provide for termination "without default of the Supplier" then the Subcontractor shall:

take such steps as directed by Chemonics to terminate the provision of the Services or any part of the Services in a cost-effective, timely and orderly manner; and

provide to Chemonics not more than 40 calendar days after Chemonics notifies the Subcontractor of the suspension or termination of this agreement an account in writing stating:

- any costs, if any, due before the date of suspension or termination;*
- costs to be expended after the date of suspension or termination which the Subcontractor necessarily incurred in the proper performance of the agreement and which it cannot reasonably be expected to avoid or recover.*

Subject to Chemonics's approval, Chemonics shall submit the account referred to in paragraph 10.5 (b) to the Authority together with an invoice for the costs stated in such account.

Chemonics shall transfer to the Subcontractor any payment that it receives from the Authority on account of the costs stated in the report referred to in paragraph 10.6.

Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

DATA PROTECTION

The Subcontractor shall comply with Chemonics' EU data protection policy (<https://chemonics.com/chemonics-eu-data-protection-policy/>) and Applicable Laws when processing personal data relating to any individual in connection with this agreement.

The Subcontractor shall permit Chemonics, the Authority and their representatives to inspect and audit the Subcontractor's data processing activities and comply with all reasonable requests by Chemonics to enable Chemonics and the Authority to verify and/or procure that the Subcontractor is in full compliance with its obligations under this agreement.

Any transfer of personal data from the Subcontractor to Chemonics, that is subject to the EU's General Data Protection Regulation ((EU) 2016/679) and/or the UK's Data Protection Act 2018 shall be made under the Standard Contractual Clauses set out in Schedule 7.

CONFIDENTIALITY

The parties' confidentiality obligations shall be subject to the Authority's disclosure rights and Chemonics' obligations to disclose information pursuant to the Prime Contract.

The Subcontractor shall not make any press announcements or publicise this agreement or the Prime Contract or their contents in any way or use Chemonics' or the Authority's name or brand (including the "UK Aid Logo") in any promotion, marketing, communication or announcement of orders without the prior written consent of Chemonics.

FREEDOM OF INFORMATION

The Subcontractor shall:

- transfer to Chemonics all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;*
- provide Chemonics with a copy of all Information in its possession, or power in the form that Chemonics requires within five Working Days (or such other period as Chemonics may specify) of Chemonics's request; and*
- provide such assistance as requested by Chemonics to enable the Authority to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.*

The Subcontractor acknowledges that the Authority may be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Subcontractor or the Services in certain circumstances without consulting the Subcontractor or following consultation with the Subcontractor having taken their views into account.

The Subcontractor shall ensure that all Information is retained for disclosure in accordance with paragraph 13.4 and 13.5 below and shall permit Chemonics and the Authority to inspect such records as requested by Chemonics and/or the Authority from time to time.

The Subcontractor shall, during the Prime Contract and for a period of at least seven years following the expiry or termination of the Prime Contract, retain and maintain all Information:

in accordance with the requirements of the Public Records Office and in accordance with the exercise of the degree of care that would be expected from a leading organisation within the relevant industry or business sector;

in chronological order;

in a form that is capable of audit;

at its own expense.

Wherever practical, original Information shall be retained and maintained in hard copy form.

ACCESS AND AUDIT

The Subcontractor shall keep secure and maintain until seven years after the final payment of all sums due to Chemonics under the Prime Contract, or such other period as may be agreed between the parties, full and accurate records of the Services, all expenditure reimbursed by Chemonics, all payments made by Chemonics and all payments made by the Subcontractor in connection with this agreement.

The Subcontractor shall grant to Chemonics or its authorised agents, or (if requested by Chemonics) the Authority or the Authority's authorised agents such access to those records as they may reasonably require in order to check the Subcontractor's compliance with this agreement and monies utilised and spent, throughout the whole supply chain.

TUPE

The provisions of Schedule 6 shall apply to this agreement.

TRANSFER OF GOODS

In respect of any goods that are transferred to Chemonics or to the Authority under this agreement, the Subcontractor warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to Chemonics or to the Authority, it will have full and unrestricted rights to transfer all such items to Chemonics or to the Authority, as the case may be.

AUTHORITY STEP-IN RIGHTS

Upon Chemonics notifying the Subcontractor that the Authority is exercising "step-in rights" the Authority shall have the right to benefit from Chemonics' rights and enforce the Subcontractor's obligations under this agreement as if reference in this agreement to Chemonics was reference to the Authority.

ANTI-BRIBERY AND CORRUPTION

The Subcontractor shall and shall procure that persons associated with it in connection with this agreement shall:

comply with the Relevant Requirements;

not engage in any activity, practice or conduct which would constitute an offence under the Relevant Requirements;

*comply with Chemonics' Standards of Business Conduct policy referred to in Schedule 5 as Chemonics may update it from time to time (**Relevant Policy**).*

not do, or omit to do, any act that will cause or lead Chemonics to be in breach of any of the Relevant Requirements or the Relevant Policy;

promptly report to Chemonics any request or demand for any undue financial or other advantage of any kind received by the Subcontractor in connection with the performance of this agreement;

establish, maintain and enforce policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;

if requested, provide Chemonics with any reasonable assistance to enable Chemonics to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with any of the Relevant Requirements or the Relevant Policy;

immediately upon Chemonics's written request, from time to time, certify to Chemonics in writing signed by an officer of the Subcontractor compliance with this clause 18 by the Subcontractor and all persons associated with it in connection with this agreement. The Subcontractor shall provide such supporting evidence of compliance as Chemonics may reasonably request.

The Subcontractor shall ensure that any person associated with the Subcontractor who is performing services or providing goods in connection with this agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Subcontractor in this clause 18 (Relevant Terms). The Subcontractor shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to Chemonics for any breach by such persons of any of the Relevant Terms.

The Subcontractor shall indemnify Chemonics and the Chemonics Personnel against any losses, liabilities, damages, costs (including legal fees) and expenses incurred by, or awarded against, Chemonics or any of the Chemonics Personnel as a result of any breach of this clause 18 by the Subcontractor.

The Subcontractor warrants and represents that:

its responses to Chemonics's anti-bribery and anti-corruption due diligence questionnaire are complete and accurate;

neither the Subcontractor nor any of its officers, employees or other persons associated with it:

has been convicted of any offence involving bribery or corruption, fraud or dishonesty;

having made reasonable enquiries, so far as it is aware, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under the Relevant Requirements; or

has been or is listed by the Office of Foreign Assets Control of the United States Treasury Department or by the UK government or by any other government agency or multi-lateral donor as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or other government contracts;

none of the officers or employees of the Subcontractor or any person associated with it who is performing services or providing goods in connection with this agreement is a foreign public official; and

no foreign public official owns a direct or indirect interest in the Subcontractor or any person associated with it or any other person for whom the Subcontractor is responsible under clause 18.4(c) and no public official has any legal or beneficial interest in any payments made by Chemonics under this agreement.

The Subcontractor shall promptly notify Chemonics if, at any time during the term of this agreement, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in clause 18.4 at the relevant time.

Breach of this clause 18 shall be deemed a material breach under clause 10.1.

If Chemonics terminates this agreement for breach of this clause 18, the Subcontractor shall not be entitled to claim compensation or any further remuneration, regardless of any activities or agreements with additional third parties entered into before termination.

For the purpose of this clause 18 the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act, and section 8 of that Act respectively.

For the purposes of this clause 18 "Prohibited Act" means:

to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:

induce that person to perform improperly a relevant function or activity; or

reward that person for improper performance of a relevant function or activity;

to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this agreement;

an offence:

under the Bribery Act 2010 (or any legislation repealed or revoked by such Act);

under legislation or common law concerning fraudulent acts; or

defrauding, attempting to defraud or conspiring to defraud the Authority; or

any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK.

COMPLIANCE WITH ANTI-SLAVERY AND HUMAN TRAFFICKING LAWS AND POLICIES

In performing its obligations under the agreement, the Subcontractor shall and shall procure that the Subcontractor Personnel shall:

comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including the Modern Slavery Act 2015; and

not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK.

The Subcontractor represents, warrants and undertakes that neither the Subcontractor nor any of the Subcontractor's Personnel:

has been convicted of any offence involving slavery and human trafficking; and

having made reasonable enquiries, so far as it is aware has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

The Subcontractor shall implement due diligence procedures for the Subcontractor Personnel and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

The Subcontractor shall:

maintain a complete set of records to trace the supply chain of all goods and services provided to Chemonics in connection with this agreement; and

permit Chemonics and its third party representatives, on reasonable notice during Business Hours, but without notice in case of any reasonably suspected breach of this clause 19.4, to have access to and take copies of the Subcontractor's records and any other information and to meet with the Subcontractor's Personnel to audit the Subcontractor's compliance with its obligations under this clause.

The Subcontractor shall notify Chemonics as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this agreement.

SAFEGUARDING

Provisions in the Prime Contract related to safeguarding including the prevention and reporting of actual, attempted or threatened sexual exploitation, sexual abuse or sexual harassment shall apply to the Subcontractor pursuant to clause 3.2. The Subcontractor shall provide such information and certification concerning safeguarding as and when requested by Chemonics.

SANCTIONS

The Subcontractor represents and warrants that neither it nor any of the Subcontractor Personnel will breach nor will any of them place Chemonics or the Authority in breach of any Applicable Laws relating to anti-money laundering or sanctions legislation.

The Subcontractor shall not acquire for its use in the performance of this agreement any equipment, supplies or services if any proclamation, U.S. Executive Order, U.S. statute, or OFAC's (U.S. of Foreign Assets Control) implementing regulations (31 Code of Regulations Chapter V), UN, EU or UK sanctions would prohibit such a transaction. This includes most transactions involving Cuba, Iran, Syria, and North Korea, and transacting, engaging, supporting or financing entities and

individuals on OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn>.

Chemionics may terminate this agreement immediately on notice to the Subcontractor if:

the Subcontractor is named on any list of suspected terrorists or blocked individuals included in the US Government's OFAC List of Specially Designated Nationals and Blocked Persons or included in the UK Government's sanctions lists; and/or

the Authority determines that the Subcontractor is ineligible to receive UK funding pursuant to U.K. laws and regulations.

Notwithstanding any other provision of this agreement, upon termination of this agreement under this clause 21 or as a result of the Subcontractor's breach of this clause 21, the Subcontractor shall have no right to receive any further payments from Chemionics.

COMPLIANCE WITH EXPORT LAWS

The Subcontractor is responsible for obtaining any export licenses or other permits required for carrying out its obligations under this agreement and shall adhere to all customs formalities for the export of relevant goods and services. The Subcontractor shall provide Chemionics with such reports, authorisations, or other documentation related to export compliance as requested by Chemionics. The Subcontractor agrees to indemnify, hold harmless and defend Chemionics for any losses, liabilities and claims, including as penalties or fines as a result of any regulatory action taken against Chemionics as a result of the Subcontractor's non-compliance with this clause.

*The Subcontractor shall not export, directly or indirectly, any technical data acquired from Chemionics, the Authority or any third party under this agreement (or any products, including software, incorporating any such data) in breach of any Applicable Laws or regulations (**Export Control Laws**), including United States Export Control Laws, to any country for which the United States or any other government or state agency at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.*

INSURANCE

Schedule 3 sets out the Subcontractor's insurance obligations.

INADEQUACY OF DAMAGES

Without prejudice to any other rights or remedies that Chemionics may have, the Subcontractor acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this agreement by the Subcontractor. Accordingly, Chemionics shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this agreement.

FURTHER ASSURANCE

The Subcontractor shall, promptly at Chemionics's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as Chemionics may from time to time require for the purpose of securing for Chemionics the full benefit of this agreement.

ASSIGNMENT AND OTHER DEALINGS

Chemionics may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement.

The Subcontractor shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement without the prior written consent of Chemionics.

RIGHTS AND REMEDIES

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

SEVERABILITY

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

NOTICES

A notice given to a party under this agreement:

shall be in writing and in English;

shall be signed by or on behalf of the party giving it;

shall be sent to the party for the attention of the person at the address specified in the Contract Data (or to such other person or to such other address as that party may notify to the other, in accordance with the provisions of this clause 30); and

shall be:

delivered personally; or

sent by commercial courier; or

sent by email.

A notice is deemed to be received:

if delivered personally, at the time of delivery; or

if sent by commercial courier, on the date and at the time of signature of the courier's delivery receipt; or

if sent by email at the time of transmission.

For the purposes of this clause 30:

all times are to be read as local time in the place of deemed receipt; and

if deemed receipt under this clause is not within Business Hours, the notice is deemed to have been received at the opening of business on the next Working Day in the place of receipt.

To prove service by email the sender of the email must receive written confirmation from the recipient that the recipient has received the email.

The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

THIRD PARTY RIGHTS

Save as expressly provided for in this agreement, no one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

The Authority shall have the ability to directly enforce the benefit of this agreement (as if Chemonics's rights or benefits were the Authority's rights or benefits) under the Contracts (Rights of Third Parties) Act 1999 including the ability to directly enforce the Subcontractor's obligations in respect of security and secrecy, intellectual property and audit rights with such variations as the Authority reasonably considers necessary.

Nothing in this agreement limits the Subcontractor's ability to contract directly with the Authority or any entity that replaces Chemonics on the Project.

NO PARTNERSHIP OR AGENCY

Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

Each party confirms it is acting on its own behalf and not for the benefit of any other person.

CONFLICT

If there is any conflict between them, the order of precedence below shall be the order in which the following Sections, Schedules and Appendices are listed: Schedule 4, Schedule 3, Schedule 1, Schedule 2, Schedule 6, Schedule 7, Section 2, Section 1, Appendix 1, Schedule 5.

BREXIT

If a Trigger Event occurs which has or is likely to have an adverse impact on Chemonics, Chemonics may:

notify the Subcontractor that it requires the Subcontractor to negotiate in good faith an amendment to this agreement to alleviate the Trigger Event; and

if no such amendment is made to this agreement within 7 calendar days, terminate this agreement immediately on notice to the Subcontractor.

For the purposes of clause 35.1 a Trigger Event means any of the following events occurring at any time after the UK ceases to be a member of the European Union:

a change in any legal provision that a party must comply with or a new requirement to comply with any existing legal provision or any existing legal provision ceasing to apply to a party;

in any jurisdiction, the imposition of, or a change to, a duty, tax or levy imposed on imports or exports;

in any jurisdiction, the loss of, a change to or the imposition of a new requirement for any licence or consent required by Chemonics to perform this agreement;

a change of more than 10% to the rate of sterling against any currency in which Chemonics is working in connection with this agreement (for example the currency in which the Subcontractor's fees or expenses are payable if other than sterling) or in connection with any project on which the Subcontractor is engaged (for example the currency in which Chemonics receives payment or pays suppliers if other than sterling). The rate of exchange for these purposes shall be the daily spot exchange rate published by the Bank of England; or

a change to the business or economic environment in which Chemonics operates which is not caused by any of the events referred to in clauses 35.2(a) to clause 35.2(d) above.

GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

DISPUTE RESOLUTION

*If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (**Dispute**), then the parties shall follow the procedure set out in this clause:*

*either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice senior members of staff of the parties shall attempt in good faith to resolve the Dispute;*

*if the senior members of staff of the parties are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties agree to enter into mediation in good faith to settle the dispute in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties within 30 days of service of the Dispute Notice, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (**ADR notice**) to the other party to the Dispute, referring the dispute to mediation. Unless otherwise agreed between the parties, the mediation will start not later than 45 days after the date of the ADR notice. The mediation will take place in London, UK and the language of the mediation shall be English.*

No party may commence any court or arbitration proceedings under clause 38 (Jurisdiction) in relation to the whole or part of the Dispute until 60 days after service of the ADR notice, provided that the right to issue proceedings is not prejudiced by a delay.

If the Dispute is not resolved within 90 days after service of the ADR notice, or either party fails to participate or ceases to participate in the mediation before the expiry of that 90 day period, or the mediation terminates before the expiry of that 90 day period, the Dispute shall be finally resolved in accordance with clause 38 (Jurisdiction).

JURISDICTION

Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales. Notwithstanding the foregoing, at the sole option of Chemonics, any controversy or claim arising out of or in connection with this contract, or the breach thereof, shall be settled by arbitration administered by such arbitral institution as selected by Chemonics under its designated set of rules, and judgment on the award(s) rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of the arbitration shall be London.

If a court action has been initiated by the Subcontractor at the time that Chemonics chooses to submit the matter to arbitration, then it is agreed that such court action is to be discontinued, unless the arbitrator finds that Chemonics has waived such right by substantially participating in the court action without having raised its right under this clause.

This agreement has been entered into on the date last signed by the parties.

Schedule 1 - Subcontract Scope of Work

1. BACKGROUND

To be determined.

2. SCOPE OF WORK

To be determined.

3. SUBCONTRACTOR'S RESPONSIBILITIES

To be determined.

4. CHEMONICS RESPONSIBILITIES

To be determined.

Any equipment or services being provided by or procured by Chemonics for use by the Subcontractor is listed in Schedule 3 Particulars.

Schedule 2 - Fees, Expenses and Invoicing

<all stated figures in this section must include any VAT or Tax due where applicable. Note on UK VAT usually doesn't apply where the Prime Contract states the services are to be delivered outside the UK. If the services are to be delivered to the UK, eg to and for the benefit of the FCDO in London then VAT may apply and must be included as a separate entry in the schedule of fees and expenses.>

1. SUBCONTRACT TYPE

1.1 This is a fixed price contract. As consideration for the Subcontractor delivering all the products and/or services referred to in Schedule 1, in accordance with this agreement, Chemonics shall pay the Subcontractor a total amount of [amount] payable at the times and in the instalments specified in paragraph 2.4 subject to alteration in accordance with the provisions of this agreement.

2. CHARGES

2.1 FINANCIAL LIMIT

2.1.1 The financial limit or ceiling price for the performance of the Services must not exceed the **Total value of Subcontract Agreement** specified in the Contract Data in Section 1.

2.1.2 Within the limit referred to specified in paragraph 2.1.1 above, ceilings for fees and expenses shall apply as follows:

£<enter amount> is allocated for fees and;
£<enter amount> is allocated for expenses.

2.1.3 The Subcontractor shall closely monitor the limits set out in 2.1.2 above and in the schedule of fees and the schedule of expenses below.

2.1.4 Amounts allocated for fees cannot be applied towards expenses and vice-versa without Chemonics giving its prior written consent.

2.1.5 If the Subcontractor wants the parties to apply amounts allocated for fees towards expenses or vice-versa it must give Chemonics at least 60 days written notice of its wish to do so.

2.2 FEES

Not applicable.

2.3 EXPENSES

2.3.1 The Subcontractor may only claim expenses that are permitted to be claimed under the Authority's "Programme Expenditure: Eligible Cost Guidance" and which are approved by Chemonics and where applicable the Authority. Chemonics will not pay for any expenses not specified in the schedule of expenses below.

2.3.2 Schedule of Expenses

The Subcontractor shall be entitled to invoice its actual expenses incurred, for which receipts must be retained and presented, within the expense types, maximum quantities and rates specified in the schedule below. Expenses not specified below may not be invoiced to Chemonics.

<INSERT SCHEDULE OF EXPENSES>

2.3.3 Unless authorised in writing by Chemonics in advance or included in the schedule of expenses, non-expendable equipment (i.e., capital expenditures) and/or resources, supplies, or commodities shall not be procured and billed by the Subcontractor under this agreement.

2.3.4 Notwithstanding any rates specified in the schedule of expenses above, under no circumstances will Chemonics pay rates of subsistence that exceed any subsistence ceilings that are specified in the Prime Contract or, if not so specified in the Prime Contract, as specified in Her Majesty's Revenue and Customs worldwide subsistence rates available on the UK Government's website.

2.3.5 All international travel under this Subcontract requires the prior written approval of Chemonics. International Travel must

be within the limits and quantities referred to in this paragraph 2.3. The Subcontractor shall retain for audit purposes a copy of each travel approval.

- 2.3.6 *Chemonics will not reimburse travel by rail or air booked in a class higher than “standard economy” unless higher travel classes are representative of improved value for money or are required to adhere to specific legislation, for example the Equality Act 2010. Exceptions to “standard economy” require prior written approval from Chemonics. First class travel will not be permitted under any circumstances.*
- 2.3.7 *Alcohol and tobacco are not permitted subsistence items.*

2.4 PAYMENT SCHEDULE

- 2.4.1 *Subject to paragraph 2.4.2, payments to the Subcontractor under this agreement shall be made according to the payment schedule below.*
- 2.4.2 *The values of each payment will be adjusted according to the actual time and expenses used to complete the corresponding deliverable/milestone, subject to remaining within the Financial Limit above and within the fees schedule set out in paragraph 2.2 and the expenses schedule set out in paragraph 2.3 above.*

<insert payment schedule>

- 2.4.3 *All payments will be subject to any Payment by Results criteria specified in paragraph 2.5 below.*

2.5 PAYMENT BY RESULTS

N/A

3. INVOICING

- 3.1 *Chemonics shall pay the Subcontractor any undisputed sums which are due from Chemonics to the Subcontractor within thirty (30) calendar days from the receipt of a valid invoice.*
- 3.2 *Any invoices submitted by a Subcontractor shall be considered and verified by Chemonics in a timely fashion and undue delay in doing so shall not be sufficient justification for failing to regard an invoice as valid and undisputed.*
- 3.3 *The Authority has the right to publish Chemonics’s compliance with its obligation to pay undisputed invoices to the Subcontractor within the specified payment period.*
- 3.4 *If the Authority refuses to pay Chemonics an amount equal to the Subcontractor’s fees, costs and expenses properly and necessarily incurred in connection with the performance and termination of any Services then, to the extent that such refusal is due to Chemonics’ breach of the Prime Contract, Chemonics will pay such fees, costs and expenses to the Subcontractor without prejudice to any other right or remedy available to the Subcontractor.*
- 3.5 *If the Authority refuses to pay Chemonics an amount equal to Chemonics’ and any of the Chemonics Personnel’s fees, costs and expenses properly and necessarily incurred in connection with the performance and termination of the Prime Contract and/or the performance and termination of any arrangements for the supply of goods and/or services in connection with the Prime Contract then, to the extent that such refusal is due to the Subcontractor’s breach of this agreement (howsoever caused), the Subcontractor will pay Chemonics such fees, costs and expenses without prejudice to any other right or remedy available to Chemonics.*
- 3.6 *For the purposes of this Schedule 2, “undisputed sums” means such sums:*
- (a) that have been properly invoiced by the Subcontractor;*
 - (b) that are not disputed by Chemonics; and*
 - (c) for which Chemonics has received corresponding payment from the Authority within twenty (20) calendar days of Chemonics’s receipt of the Subcontractor’s relevant invoice.*
- 3.7 *Sums which have been properly invoiced by the Subcontractor and which are not disputed by Chemonics but which do not fall under the definition of “undisputed sums” as set out in paragraph 3.6 shall be paid by Chemonics to the Subcontractor within thirty (30) calendar days following Chemonics’s receipt of the relevant corresponding payment from the Authority.*
- 3.8 *The provisions of the Prime Contract will further determine the treatment of fees and expenses, including any “commercial caveats” applied to such fees and expenses.*

- 3.9 If, as a result of any action or omission on the part of the Subcontractor or any of the Subcontractor's Personnel, the Authority rejects an invoice or part of any invoice submitted by Chemonics then, without prejudice to Chemonics' other rights or remedies, the Subcontractor shall take such action as reasonably required by Chemonics to remedy the position.
- 3.10 If the Subcontractor fails to take such action as is reasonably required by Chemonics pursuant to paragraph 3.9, Chemonics may take such action as it deems necessary to remedy the position including engaging another supplier to complete any work that the Authority considers to be incomplete. The Subcontractor shall be liable to Chemonics for any costs that Chemonics incurs, including the cost of any time taken up by Chemonics staff, remedying the position.
- 3.11 If the Authority requires any payment that it has made to Chemonics to be refunded having determined after paying for a particular part of the Services, that the relevant part has not been provided in accordance with this agreement or that the payment was an overpayment and such payment comprises amounts that Chemonics has paid to the Subcontractor, the Subcontractor shall immediately, upon Chemonics' written request, reimburse such amounts to Chemonics. For the avoidance of doubt, the obligations in this paragraph shall survive termination of the agreement.
- 3.12 **Valid Invoice.** Each invoice shall be submitted in accordance with the payment schedule set out in this Schedule and shall be broken down by the relevant line items and in such form and in sufficient detail as may be required by Chemonics and/or the Authority.
- 3.13 **Invoice Information.** To be considered a valid invoice, each invoice shall be sent to the relevant Chemonics paying office and include the following information:
- (a) Subcontract Number,
 - (b) unique invoice number,
 - (c) the Subcontractor's name or trading name and address,
 - (d) Subcontractor's VAT registration number (if applicable),
 - (e) invoice date (in the event an invoice requires edits or corrections, the Subcontractor shall update the date of invoice to coincide with the date the invoice is resubmitted),
 - (f) tax date for UK subcontracts only (the date of supply which is also known as tax point – if different from the invoice date),
 - (g) Chemonics' name and address as included in the cover-page,
 - (h) Description, price, and quantity of Services delivered, including milestones or KPIs completed;
 - (i) A breakdown for the billing period of each individual's gross daily rate, and days provided/performed;
 - (j) A breakdown for the billing period of the expenses incurred and paid;
 - (k) A statement of cumulative amounts invoiced to-date and amounts remaining to be invoiced;
 - (l) Payment account corresponding to the authorised account stated in paragraph 3.14 of this Schedule; and
 - (m) Subcontractor point of contact.
- 3.14 **Payment Account Information.** Chemonics shall remit payment corresponding to approved invoices submitted in accordance with this Schedule to the Subcontractor to the following authorised account:
- (a) Account name: *{INSERT Account name provided by the Subcontractor}*
 - (b) Bank name: *{INSERT Subcontractor's bank name}*
 - (c) Bank address or branch location: *{INSERT Subcontractor's bank address or branch location}*
 - (d) Account number: *{INSERT Subcontractor's bank account SWIFT and IBAN reference as applicable}*.
- 3.15 **Backup documentation.** The original invoice shall be in the format approved by Chemonics, and sent in a hard-copy format with copies of the following backup documentation attached:
- Copies of time records for all staff being billed in the period covered by the invoice.
 - All other direct reimbursable costs (expenses) including travel, transportation, subsistence, communications, reproduction (must be supported by itemised bills, invoices, or receipts) as specified in the schedule of expenses set out above.
 - Any other supporting information or evidence as reasonably requested by Chemonics from time to time.
- 3.16 Chemonics will make suitable reductions for any disallowance or indebtedness by the Subcontractor by applying the proceeds of the invoice first to such deductions and next to any balance of the invoices remaining under this agreement.
- 3.17 The Subcontractor agrees that all approvals that are required by the provisions of this agreement shall be preserved and made available as part of the Subcontractor's records which are required to be preserved and made available pursuant to the Prime Contract.
- 3.18 **Paying Office.** Claims for payment under this agreement shall be submitted to Chemonics' *<insert title, name>*, or their successor or designee at the following address:

Chemonics International Inc. C/O
Chemonics UK
1 Benjamin Street
Farringdon, London

EC1M 5QL UK
United Kingdom or electronically at
<email invoice recipient>

*3.19 Procedure for disputed invoices. If Chemonics receives an invoice it deems not valid it shall return it to the Subcontractor with instructions for appropriate action, correction and re-issue. Queries from the Subcontractor regarding the validity of invoices shall be addressed first to the Paying Office and shall be resolved through the normal course of business correspondence without undue delay. Disputed invoices not resolved in the normal course of business may be escalated to the **Project Team Leader/PMU Director**. If a resolution is not reached it may be further escalated to the Senior Vice President - UK Division Jeffrey Wuorinen or their designee. Any unresolved dispute over invoice validity shall be resolved based on the procedures under the "Disputes Resolution" clause in Section 2.*

CLAUSE 7.9 HOSTILE ENVIRONMENT TRAINING: <INSERT NEEDED / NOT NEEDED>

Schedule 3 – Particulars

Clause 8.1 Equipment and facilities: <Insert details or add Not needed>

Clause 8.4 Equipment and facilities: Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company.

Clause 23 Insurance:

<applicable requirements to be determined based on identified supplier>

Schedule 4 - Alterations to Prime Contract

<if applicable>

Schedule 5 - Mandatory Policies

Chemonics' Standards of Business Conduct which can be downloaded here:

<https://www.chemonics.com/our-approach/standards-business-conduct>

<additional mandatory policies>

Schedule 6 - TUPE

1. In this Schedule the following definitions apply:

New Supplier: the Authority and/or another party chosen by Chemonics and/or the Authority to take over the provision of all or part of the Services.

2. **IF TUPE APPLIES, OR IS ALLEGED TO APPLY, TO TRANSFER THE EMPLOYMENT OF ANY PERSON EMPLOYED BY THE SUBCONTRACTOR (OR BY ANY SUBCONTRACTOR OF THE SUBCONTRACTOR) TO CHEMONICS OR ANY NEW SUPPLIER THEN, IN ADDITION TO CHEMONICS' OR ANY NEW SUPPLIER'S RIGHTS OR ENTITLEMENTS ARISING FROM THE PRIME CONTRACT UNDER CLAUSE 3 OF THIS AGREEMENT, AND NOTWITHSTANDING (AND IN PRIORITY TO) ANY PROVISION TO THE CONTRARY IN THE PRIME CONTRACT AS IMPLEMENTED IN THIS AGREEMENT BY VIRTUE OF CLAUSE 3 OF THIS AGREEMENT, IF CHEMONICS OR SUCH NEW SUPPLIER SHALL SERVE A NOTICE TERMINATING THE EMPLOYMENT OF SUCH PERSON WITHIN SIX MONTHS AFTER THE DATE OF SUCH TRANSFER OR ALLEGED TRANSFER, THE SUBCONTRACTOR SHALL INDEMNIFY CHEMONICS AND THE NEW SUPPLIER IN RESPECT OF ANY STATUTORY OR CONTRACTUAL REDUNDANCY PAYMENT PAYABLE IN RESPECT OF SUCH PERSON, AND ANY COMPENSATION OR DAMAGES WHICH CHEMONICS OR THE NEW SUPPLIER IS OBLIGED TO PAY TO SUCH PERSON FOR UNFAIR AND/OR WRONGFUL DISMISSAL OR AS A REASONABLE SETTLEMENT OF A CLAIM FOR SUCH COMPENSATION OR DAMAGES.**
3. Without exclusion of clause 3.2 of this agreement (which may also apply in parallel to this paragraph 3) where:

- (a) (as determined by Chemonics in its sole and absolute discretion and notified by Chemonics to the Subcontractor) there will, may, might or could be a Relevant Transfer (as defined in the Prime Contract); directly between the Authority on the one part and the Subcontractor on the other part (or vice versa), and/or
- (b) clause 9.1.2 of the Prime Contract applies,

then wherever in clauses 6, 9, 16 or 46.3 of the Prime Contract and/or Schedule 2 of the Prime Contract, or in Schedule 1 of the Prime Contract to the extent (only) that a defined term in that Schedule 1 is used in those clauses 6, 9, 16 or 46.3 and/or Schedule 2 of the Prime Contract,

- (i) there is a reference to Chemonics or a term referring to Chemonics, **and**
- (ii) such reference to Chemonics or term referring to Chemonics confers an obligation (but not a right) on Chemonics,

a reference to the Subcontractor or a term referring to the Subcontractor shall be substituted for the reference to Chemonics or term referring to Chemonics, **but** any reference to the Authority or to any third party to the Prime Contract (other than the Subcontractor) or a term referring to the Authority or to any third party to the Prime Contract (other than

the Subcontractor) shall remain as a reference to the Authority or relevant third party, or as a term referring to the Authority or relevant third party¹³.

4. **THE PARTIES AGREE THAT THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 SHALL APPLY TO THIS SCHEDULE TO THE EXTENT NECESSARY TO ENSURE THAT ANY NEW SUPPLIER SHALL HAVE THE RIGHT TO ENFORCE THE OBLIGATIONS OWED TO, AND INDEMNITIES GIVEN TO, THE NEW SUPPLIER BY THE SUBCONTRACTOR IN ITS OWN RIGHT PURSUANT TO SECTION 1(1) OF THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999.**
5. **NOTWITHSTANDING PARAGRAPH 4, IT IS EXPRESSLY AGREED THAT THE PARTIES MAY BY AGREEMENT RESCIND OR VARY THIS SCHEDULE OR ANY TERM OF THIS SCHEDULE WITHOUT THE CONSENT OF ANY OTHER PERSON WHO HAS THE RIGHT TO ENFORCE THE TERMS OF THIS SCHEDULE OR THE TERM IN QUESTION NOTWITHSTANDING THAT SUCH RESCISSION OR VARIATION MAY EXTINGUISH OR ALTER THAT PERSON'S ENTITLEMENT UNDER THAT RIGHT.**

Schedule 7 - Standard Contractual Clauses (Data Transfers)



EUROPEAN COMMISSION
 DIRECTORATE-GENERAL JUSTICE

Directorate C: Fundamental rights and Union citizenship
 Unit C.3: Data protection

Commission Decision C(2004)5721

SET II

Standard contractual clauses for the transfer of personal data from the Community to third countries (controller to controller transfers)

Data transfer agreement

between

.....(name) *<Enter name and address of the EU based entity>*

.....(address and country of establishment)

hereinafter "data exporter"

and

Chemonics International, Inc.

1717 H Street NW

Washington, DC 20006

USA

hereinafter "data importer"

each a "party"; together "the parties".

Definitions

For the purposes of the clauses:

¹³ Explanatory Note: Paragraph 3 of Schedule 6 is designed to confer obligations on the Subcontractor that the Authority can enforce against the Subcontractor in case TUPE applies to transfer the Subcontractor's employees to the Authority. These obligations mirror Chemonics' obligations to the Authority under the Prime Contract.

- a) *“personal data”, “special categories of data/sensitive data”, “process/processing”, “controller”, “processor”, “data subject” and “supervisory authority/authority” shall have the same meaning as in Directive 95/46/EC of 24 October 1995 (whereby “the authority” shall mean the competent data protection authority in the territory in which the data exporter is established);*
- b) *“the data exporter” shall mean the controller who transfers the personal data;*
- c) *“the data importer” shall mean the controller who agrees to receive from the data exporter personal data for further processing in accordance with the terms of these clauses and who is not subject to a third country’s system ensuring adequate protection;*
- d) *“clauses” shall mean these contractual clauses, which are a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements.*

The details of the transfer (as well as the personal data covered) are specified in Annex B, which forms an integral part of the clauses.

I. Obligations of the data exporter

The data exporter warrants and undertakes that:

- a) *The personal data have been collected, processed and transferred in accordance with the laws applicable to the data exporter.*
- b) *It has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses.*
- c) *It will provide the data importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the data exporter is established.*
- d) *It will respond to enquiries from data subjects and the authority concerning processing of the personal data by the data importer, unless the parties have agreed that the data importer will so respond, in which case the data exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time.*
- e) *It will make available, upon request, a copy of the clauses to data subjects who are third party beneficiaries under clause III, unless the clauses contain confidential information, in which case it may remove such information. Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the data exporter shall abide by a decision of the authority regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The data exporter shall also provide a copy of the clauses to the authority where required.*

II. Obligations of the data importer

The data importer warrants and undertakes that:

- a) *It will have in place appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.*
- b) *It will have in place procedures so that any third party it authorises to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the data importer, including a data processor, shall be obligated to process the personal data only on instructions from the data importer. This provision does not apply to persons authorised or required by law or regulation to have access to the personal data.*
- c) *It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these clauses, and it will inform the data exporter (which will pass such notification on to the authority where required) if it becomes aware of any such laws.*
- d) *It will process the personal data for purposes described in Annex B, and has the legal authority to give the warranties and fulfil the undertakings set out in these clauses.*
- e) *It will identify to the data exporter a contact point within its organisation authorised to respond to enquiries concerning processing of the personal data, and will cooperate in good faith with the data exporter, the data subject and the authority concerning all such enquiries within a reasonable time. In case of legal dissolution of the data exporter, or if the parties have so agreed, the data importer will assume responsibility for compliance with the provisions of clause I(e).*

- f) *At the request of the data exporter, it will provide the data exporter with evidence of financial resources sufficient to fulfil its responsibilities under clause III (which may include insurance coverage).*
- g) *Upon reasonable request of the data exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the data exporter (or any independent or impartial inspection agents or auditors, selected by the data exporter and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion.*
- h) *It will process the personal data, at its option, in accordance with:*
- i. *the data protection laws of the country in which the data exporter is established, or*
 - ii. *the relevant provisions¹⁴ of any Commission decision pursuant to Article 25(6) of Directive 95/46/EC, where the data importer complies with the relevant provisions of such an authorisation or decision and is based in a country to which such an authorisation or decision pertains, but is not covered by such authorisation or decision for the purposes of the transfer(s) of the personal data¹⁵, or*
 - iii. *the data processing principles set forth in Annex A.*
- Data importer to indicate which option it selects: Annex A*
- Initials of data importer:*
- <Anyone can initial here to confirm we are using "Annex A">*
- i) *It will not disclose or transfer the personal data to a third party data controller located outside the European Economic Area (EEA) unless it notifies the data exporter about the transfer and*
- i. *the third party data controller processes the personal data in accordance with a Commission decision finding that a third country provides adequate protection, or*
 - ii. *the third party data controller becomes a signatory to these clauses or another data transfer agreement approved by a competent authority in the EU, or*
 - iii. *data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards, or*
 - iv. *with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer*

III. Liability and third party rights

- a) *Each party shall be liable to the other parties for damages it causes by any breach of these clauses. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e. damages intended to punish a party for its outrageous conduct) are specifically excluded. Each party shall be liable to data subjects for damages it causes by any breach of third party rights under these clauses. This does not affect the liability of the data exporter under its data protection law.*
- b) *The parties agree that a data subject shall have the right to enforce as a third party beneficiary this clause and clauses I(b), I(d), I(e), II(a), II(c), II(d), II(e), II(h), II(i), III(a), V, VI(d) and VII against the data importer or the data exporter, for their respective breach of their contractual obligations, with regard to his personal data, and accept jurisdiction for this purpose in the data exporter's country of establishment. In cases involving allegations of breach by the data importer, the data subject must first request the data exporter to take appropriate action to enforce his rights against the data importer; if the data exporter does not take such action within a reasonable period (which under normal circumstances would be one month), the data subject may then enforce his rights against the data importer directly. A data subject is entitled to proceed directly against a data*

¹⁴ "Relevant provisions" means those provisions of any authorisation or decision except for the enforcement provisions of any authorisation or decision (which shall be governed by these clauses).

¹⁵ However, the provisions of Annex A.5 concerning rights of access, rectification, deletion and objection must be applied when this option is chosen and take precedence over any comparable provisions of the Commission Decision selected.

exporter that has failed to use reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses (the data exporter shall have the burden to prove that it took reasonable efforts).

IV. Law applicable to the clauses

These clauses shall be governed by the law of the country in which the data exporter is established, with the exception of the laws and regulations relating to processing of the personal data by the data importer under clause II(h), which shall apply only if so selected by the data importer under that clause.

V. Resolution of disputes with data subjects or the authority

- a) *In the event of a dispute or claim brought by a data subject or the authority concerning the processing of the personal data against either or both of the parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.*
- b) *The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.*
- c) *Each party shall abide by a decision of a competent court of the data exporter's country of establishment or of the authority which is final and against which no further appeal is possible.*

VI. Termination

- a) *In the event that the data importer is in breach of its obligations under these clauses, then the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated.*
- b) *In the event that:*
 - i. *the transfer of personal data to the data importer has been temporarily suspended by the data exporter for longer than one month pursuant to paragraph (a);*
 - ii. *compliance by the data importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import;*
 - iii. *the data importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses;*
 - iv. *a final decision against which no further appeal is possible of a competent court of the data exporter's country of establishment or of the authority rules that there has been a breach of the clauses by the data importer or the data exporter; or*
 - v. *a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs*

then the data exporter, without prejudice to any other rights which it may have against the data importer, shall be entitled to terminate these clauses, in which case the authority shall be informed where required. In cases covered by (i), (ii), or (iv) above the data importer may also terminate these clauses.

- c) *Either party may terminate these clauses if (i) any Commission positive adequacy decision under Article 25(6) of Directive 95/46/EC (or any superseding text) is issued in relation to the country (or a sector thereof) to which the data is transferred and processed by the data importer, or (ii) Directive 95/46/EC (or any superseding text) becomes directly applicable in such country.*
- d) *The parties agree that the termination of these clauses at any time, in any circumstances and for whatever reason (except for termination under clause VI(c)) does not exempt them from the obligations and/or conditions under the clauses as regards the processing of the personal data transferred.*

VII. Variation of these clauses

The parties may not modify these clauses except to update any information in Annex B, in which case they will inform the authority where required. This does not preclude the parties from adding additional commercial clauses where required.

VIII. Description of the Transfer

The details of the transfer and of the personal data are specified in Annex B. The parties agree that Annex B may contain confidential business information which they will not disclose to third parties, except as required by law or in response to a competent regulatory or government agency, or as required under clause I(e). The parties may execute additional annexes to cover additional transfers, which will be submitted to the authority where required. Annex B may, in the alternative, be drafted to cover multiple transfers.

Dated:.....

FOR DATA IMPORTER

FOR DATA EXPORTER

<Needs to be signed by the same person who signs the contract>

ANNEX A

DATA PROCESSING PRINCIPLES

1. Purpose limitation: Personal data may be processed and subsequently used or further communicated only for purposes described in Annex B or subsequently authorised by the data subject.
2. Data quality and proportionality: Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.
3. Transparency: Data subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer), unless such information has already been given by the data exporter.
4. Security and confidentiality: Technical and organisational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the data controller.
5. Rights of access, rectification, deletion and objection: As provided in Article 12 of Directive 95/46/EC, data subjects must, whether directly or via a third party, be provided with the personal information about them that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of the data exporter. Provided that the authority has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the data importer or other organisations dealing with the data importer and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject. The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated. Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort. A data subject must also be able to object to the processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the data importer, and the data subject may always challenge a refusal before the authority.
6. Sensitive data: The data importer shall take such additional measures (e.g. relating to security) as are necessary to protect such sensitive data in accordance with its obligations under clause II.
7. Data used for marketing purposes: Where data are processed for the purposes of direct marketing, effective procedures should exist allowing the data subject at any time to “opt-out” from having his data used for such purposes.
8. Automated decisions: For purposes hereof “automated decision” shall mean a decision by the data exporter or the data importer which produces legal effects concerning a data subject or significantly affects a data subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The data importer shall not make any automated decisions concerning data subjects, except when:
 - a) i. such decisions are made by the data importer in entering into or performing a contract with the data subject, and
 - ii. the data subject is given an opportunity to discuss the results of a relevant automated decision with

a representative of the parties making such decision or otherwise to make representations to that parties.

or

b) where otherwise provided by the law of the data exporter.

ANNEX B

DESCRIPTION OF THE TRANSFER

(To be completed by the parties)

Data subjects

The personal data transferred concern the following categories of data subjects:
Employees, consultants, contractors, applicants, customers, **exporter name** staff, etc

<Categories of data subjects refers to the types of people whose information are being transferred. These are examples. Please fill in the relevant data subjects for your specific case.>

Purposes of the transfer(s)

The transfer is made for the following purposes:
Invoicing, hiring personnel, approval of candidates, fulfill requirements of [contract, task order, agreement, etc], approval of financial rates, etc.

<These are examples. Please fill in the relevant purposes of transfer for your specific case>

Categories of data

The personal data transferred concern the following categories of data:
Contact information (e.g. name, address, phone number, email address, etc.); Demographic information (e.g. age, nationality, gender, language proficiency, etc.); Background information (e.g. educational history, employment history; Work information (e.g. job function, salary history, timesheets)

<These are examples. Please fill in the relevant categories of data for your specific case>

Recipients

The personal data transferred may be disclosed only to the following recipients or categories of recipients:
Chemonics staff, USAID, FCDO, etc.

<These should be the main recipients, however, be aware if you are also sharing information with other subcontractors or third parties. These are examples. Please fill in the relevant categories of data for your specific case>

Sensitive data (if appropriate)

The personal data transferred concern the following categories of sensitive data:
None.

<Sensitive data is personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade-union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation. These should rarely be collected>

Additional useful information (storage limits and other relevant information)

None.

<The data exporter may ask for the personal data being transferred to be stored for a limited time or for the information to be erased after the initial purpose has been served. While we can add these specific instructions here, the instructions need to be caveated with the fact that we may need to hold some personal information for audit, accounting, or personnel files that are required by our contract(s) or US laws. The time frame and reasons are generally outlined in Chemonics Records Policy>

Contact points for data protection enquiries

Data importer:
GDPR@Chemonics.com

Data exporter:

ATTACHMENT 2: TERMS OF REFERENCE/ SCOPE

Title: MOBILIST Policy Platform Investor Research on Capital Allocation Strategies & Appetite

1. BACKGROUND

[Asset allocators articulate, rationalise, and execute their emerging and frontier market strategies in innumerable, varied ways.¹⁶ Even the very definitions of ‘emerging’ and ‘frontier’ markets vary widely. Some see cyclical value, while others emphasise longer-term structural growth opportunities.¹⁷ Some enter emerging and frontier markets seeking alpha, while others are hunting diversification in uncorrelated markets, asset classes, and currencies.¹⁸ Some advocate active management anchored in deep country expertise,¹⁹ while others deploy model portfolios, tailored quantitative strategies, or back indices. Some allocators prefer concentrated regional strategies or constrain positions to a small subset of larger, deeper emerging markets;²⁰ while others seek diversification through exposure to a fuller set of smaller emerging and frontier economies. Some prioritise country macroeconomic and political risk, while others are drawn to emerging and frontier economies under sector, asset class, or thematic strategies. Some are deterred by ESG risk,²¹ while others are hunting impact upside. Our rapid literature review has not yielded systematic comparative analysis of the prevalence of these varied investment theses, nor on the extent to which emerging and frontier market listed assets deliver against them in practice.

On the specific role of informational asymmetries in determining capital allocation strategy, our rapid review identified country-specific analyses for Romania,²² Indonesia,²³ South Korea,²⁴ and Turkey²⁵. For example, Dvorak (2005) finds that Indonesian clients of global brokerages outperform foreign clients on Indonesian markets, because they are able to combine local information and global expertise. Edison and Warnock (2003) similarly find that emerging market equities cross-listed on a US exchange are treated similarly to US stocks, suggesting an important role for informational asymmetries in home bias. However, Tudor (2021) notes as a counterargument that international investors’ ‘sophistication’ and ‘superior investment skills’ could make them better informed, and finds such a long-run informational advantage for international institutional investors in Romania.

We have found relatively little analysis of innovative solutions to informational asymmetries that affect allocation to emerging and frontier market listed assets. One notable exception is recent evidence on the

¹⁶ Asset allocators for the purpose of this scope are defined as: Asset Owners (AOs) themselves (generally large enough with requisite resources and structure to support own investment), Asset Managers (AMs) under delegated/intermediated mandates from AOs, other intermediaries including Asset Consultants (ACs) and other advisors.

¹⁷ https://www.robeco.com/media/6/1/6/616ce931f9662a57186c66ebb8358f11_201510-strategic-allocation-to-quantitative-emerging-markets-strategies_tcm17-1947.pdf

¹⁸ <https://www.morganstanley.com/im/en-la/intermediary-investor/insights/articles/emerging-market-allocations-how-much-to-own.html>

¹⁹ https://www.bis.org/publ/qtrpdf/r_qt1409e.pdf

²⁰ <https://investors-corner.bnpparibas-am.com/investing/the-case-for-a-multi-asset-approach-to-emerging-markets/>

²¹ <https://www.rbcwealthmanagement.com/en-eu/insights/the-rise-of-esg-investing-opportunities-in-emerging-markets>

²² <https://www.mdpi.com/2227-9091/9/8/149/htm>

²³ <https://onlinelibrary.wiley.com/doi/abs/10.1111/j.1540-6261.2005.00747.x>

²⁴ <https://academic.oup.com/rfs/article-abstract/18/3/795/1617731?redirectedFrom=PDF>

²⁵ <https://pure.hud.ac.uk/en/publications/foreign-institutional-investors-information-asymmetries-and-asset>

role of cross-listing in allowing emerging and frontier market firms to signal the quality of their corporate governance and to access preferential institutions and costs of capital. See, for example, Temouri et al's (2016) analysis of cross-listing from South Africa, Indonesia, Mexico, and Poland.²⁶ Conceptual frameworks to describe and understand collaboration among asset owners to pool information and the costs of mitigating knowledge gaps have also been offered by Baccher, Monk, and Sharma (2016).²⁷ However, practical experience with asset owner platforms, for example in South Africa, and other peer-led innovations to overcome informational asymmetries is not well documented.

2. SCOPE OF WORK

The Offeror will help to fill these knowledge gaps, by answering the following research questions:

1. **Strategy:** How do asset allocators rationalise their emerging and frontier economy listed market strategies? How does this vary between allocators, markets, and asset classes? How has the rationale evolved over time?
2. **Information:** To what extent do information asymmetries determine which emerging and frontier market economies and listed asset classes are prioritised by international investors?
3. **Solutions:** What market-based or policy/regulatory solutions have helped overcome information asymmetries for 2-3 case study emerging/frontier markets or asset classes? These could include cross-listing, peer networks, investment platforms, in-market local partnerships, M&A, and mandatory disclosure frameworks.
4. **Outlook:** How are allocation strategies for emerging and frontier market listed assets changing (and likely to change) in the context of key megatrends, including slowdown in China, rapid urbanisation and infrastructure demand, the rise of mandatory ESG disclosures, and climate change?

We expect the study will require a brief desk-based literature review building upon the existing review, quantitative analysis of emerging and frontier economy listed assets, and key informant interviews with emerging and frontier market strategists at a representative sample of UK/Canadian/EU or US listed market asset allocators. The sample should include stratification by size and liquidity, risk, and return requirements. Case studies are to be agreed with Chemonics and the Advisory Panel during inception.

3. DELIVERABLES DESCRIPTION

The successful offeror shall deliver to Chemonics the following deliverables, in accordance with the schedule set forth in II.4 below.

Deliverable No. 1: Inception Report

A 5-7 page Inception Report detailing:

- Finalised research questions
- Final methodology and workplan
- Risks and mitigants

Deliverable No. 2: Research Report

²⁶ <https://www.sciencedirect.com/science/article/pii/S1075425316301533>

²⁷ https://papers.ssrn.com/sol3/papers.cfm?abstract_id=2866168

A written Research Report of up to 30 pages, comprising at a minimum:

- Abstract
- Research questions
- Evidence review
- Conceptual framework and key hypotheses to be tested
- Methodology
- Results
- Conclusions, including recommendations for future research

The Offeror may also submit annexes beyond the 30 page report, with additional findings and detail of their methodology.

The Offeror should submit a draft of the Research Report to Chemonics for one round of review and feedback, prior to submitting the final deliverable. Chemonics may also share the draft with the Advisory Panel for one round of review and feedback.

Deliverable No. 3: Research Presentation

3a. A summary Research Presentation in the form of a slide deck, comprising headlines from each section of the report, including:

- Abstract
- Research questions
- Evidence review
- Conceptual framework and key hypotheses to be tested
- Methodology
- Results
- Conclusions, including recommendations for future research

3b. The Offeror will present the Research Presentation during a meeting with the Advisory Panel and will coordinate a dissemination event to share the initial findings with key stakeholders, including the MOBILIST Policy Platform advisory panel, MOBILIST Steering Committee and relevant asset owners. Details of the event will be agreed with Chemonics during inception, but we anticipate that it will be a virtual presentation and discussion to engage the Intended Audience.

4. PRICING AND DELIVERABLE SCHEDULE

The successful offeror shall submit the deliverables described above in accordance with the following indicative deliverables schedule. The final schedule will be agreed with Chemonics during inception, however we expect that all deliverables should be finalised by 31 March 2022.

Deliverable Number	Deliverable Name	Due Date
1	Inception Report	1 weeks after subcontract signing
2	Research Report	8 weeks after subcontract signing
3	Research Presentation	10 weeks after subcontract signing

Annex 1 Cover Letter

[Offeror: Insert date]

[Insert name of point of contact for RFP]
[Insert designation of point of contact for RFP]
MOBILIST Research and Policy programme
Chemonics International Inc.
1 Benjamin Street, Farringdon, London, EC1M 5QL

Reference: Request for Proposals Research into UK/EU or US Institutional Investor Capital Allocation Strategies and Appetite for EM/FM Listed Products (Investor Research) (MOBILIST-RFP-001)

Subject: [Offeror: Insert name of your organization]'s technical and cost proposals

Dear Mr./Mrs. Procurement lead:

[Offeror: Insert name of your organization] is pleased to submit its proposal in regard to the above-referenced request for proposals. For this purpose, we are pleased to provide the information furnished below:

Name of Organization's Representative	_____
Name of Offeror	_____
Type of Organization	_____
Taxpayer Identification Number	_____
DUNS Number, if applicable	_____
Address	_____
Address	_____
Telephone	_____
Fax	_____
E-mail	_____

As required by section I, I.7, we confirm that our proposal, including the cost proposal will remain valid for 60 calendar days after the proposal deadline.

We are further pleased to provide the following annexes containing the information requested in the RFP.:

[Offerors: It is incumbent on each offeror to clearly review the RFP and its requirements. It is each offeror's responsibility to identify all required annexes and include them]

- I. Copy of registration or incorporation in the public registry, or equivalent document from the government office where the offeror is registered.
- II. Copy of company tax registration, or equivalent document.
- III. Copy of trade license, or equivalent document.
- IV. Subcontractor Due Diligence Checklist

Sincerely yours,

Signature

[Offeror: Insert name of your organization's representative]

[Offeror: Insert name of your organization]

Annex 2 Guide to Creating a Financial Proposal for a Fixed Price Subcontract

The purpose of this annex is to guide offerors in creating a budget for their cost proposal. Because the subcontract will be funded under a United Kingdom government-funded project, it is important that all offerors' budgets conform to this standard format. It is thus recommended that offerors follow the steps described below.

Step 1: Design the technical proposal. Offerors should examine the market for the proposed activity and realistically assess how they can meet the needs as described in this RFP, specifically in section II. Offerors should present and describe this assessment in their technical proposals.

Step 2: Determine the basic costs associated with each deliverable. The cost proposal should provide the best estimate of the costs associated with each deliverable, which should include staff costs (labor and salary remunerated fringe) and all non-staff costs, e.g. other direct costs, such as non-salary remunerated fringe, allowances, travel and transport, etc.

Non-staff costs, i.e. non-labor, include for example the following:

1. Local travel and transportation, and associated travel expenses, if applicable,
2. Lodging and per diem expenses associated with travel, if applicable,
3. Rent
4. Utilities
5. Communications
6. Office supplies

Under no circumstances may cost information be included in the technical proposal. No cost information or any prices, whether for deliverables or line items, may be included in the technical proposal. Cost information must only be shown in the cost proposal.

Step 3: Create a budget for the cost proposal. Each offeror must create a budget using a spreadsheet program compatible with MS Excel. The budget period should follow the technical proposal period. A sample budget is shown on the following page.

Step 4: Write Cost Notes. The spreadsheets shall be accompanied by written notes in MS Word that explain each cost line item and the assumption why a cost is being budgeted as well as how the amount is reasonable.

Sample Budget

Offerors should revise the budget line items accordingly in response to the technical and cost requirements of this RFP.

Design, Production and Distribution of Communication Materials for District Courts and Supreme Court BUDGET

Offeror's Names
 RFP TITLE
 RFP #

No.	Description	Quantity	Unit	Frequency	Unit	Cost per unit	Total	
1	Design							
	Annual Report	1	pack	4	court	Rp 100	Rp 400	
	Leaflet	1	ver	4	court	Rp 100	Rp 400	
							Rp -	
	Sub Total							Rp 800
2	Production Cost							
2.1	Annual Report	500	exp	4	court	Rp 100	Rp200,000	
2.2.	Leaflet	500	exp	8	court	Rp 100	Rp400,000	
	Sub Total							Rp 400,000
3	Distribution Management							
	PIC	1	pack	4	court	Rp 100	Rp 400	
							Rp -	
	Sub Total							Rp 400
GRAND TOTAL							Rp 877,100	

[Instructions: Remember to insert any specific cost guidance or requirements. Reference any applicable sections in the RFP that include cost instructions. For example, "customs duties or VAT may not be included in the cost proposal"]

Annex 3 Subcontractor Due Diligence Checklist

FCDO SUBCONTRACTOR DUE DILIGENCE CHECKLIST

LEGAL ENTITY NAME:
MAILING ADDRESS (include country where located):
TELEPHONE (include all country and city codes):
E-MAIL:
WEBSITE:
Tax ID No.:
DUNS Number, if applicable:
SUBCONTRACTOR FISCAL YEAR (Month/Day):

Following DFID’s Revised Terms and Conditions from May 2018 and changes in Safeguarding practice requirements in 2018, Chemonics requests that all partners complete the below questionnaire to ensure full compliance with DFID. As this is a new process, please do not hesitate to contact us with any questions or feedback. Per DFID policies and terms and conditions, all subcontractors need to be assessed based on the criteria listed below. Should a subcontractor be deficient in one area, specific conditions may be put in place to rectify the deficiency within a prescribed period of the subcontract period of performance. The criteria to be assessed are:

- Financial Standing and Accounting System
- Safeguarding and Ethical Behaviour
- Anti-fraud and Whistleblowing
- Human Resources Policies
- Monitoring and Evaluation
- Technical Capacity

	YES	NO	N/A or NOTES
GENERAL INFORMATION			
Is your organization incorporated or legally registered within the country of operations? If yes, please supply a copy of your registration certificate with this Survey. If no, please explain:			
Please list the names of the chief executive officers of your organizations. This may include the following positions: President: Chief Financial Officer:			
Does or will your organization have sources of U.S. Government funds (such as U.S. Agency for International Development or State Department)? If yes, please provide the name of the US Federal agency, the grant/contract period and the amount of funds.			
Does your organization have an Indirect Cost (NICRA, Facilities & Administrative) rate? If yes, please provide and the method used to calculate the rate.			
Has the organization ever appeared on an OFAC, Visual Compliance or equivalent vetting system as being debarred or not able to receive any government funding? If so, please explain when and the circumstance.			
Has the organization provided any services to organizations on the debarred list during the last 10 years?			
FINANCIAL STANDING AND ACCOUNTING SYSTEM			
Does your organization have written accounting policies and procedures? If yes, please enclose a copy with your response. If no, please explain how transactions are recorded, cash disbursements are made, and account system is managed.			

	YES	NO	N/A or NOTES
In case no written policies are available please provide information on how authorities are delegated; duties and responsibilities are segregated within the organization related to the accounting process; and how do you ensure that funds above a certain threshold can only be disbursed with dual signatures and are supported by documentation.			
Is your accounting system in compliance with the applicable standards, policies and procedures; maintained consistently and on a daily basis; and reconciled periodically at least once per month?			
Does your organization's Accounting System allow recording and reporting of cost by project or contract and does it segregate cost directly incurred for projects/contracts from costs incurred for the benefit of multiple or all contracts?			
Does your accounting system allow for calculation of indirect cost rates and application of the rates to projects/contracts periodically to allow monitoring of contracts financial performance?			
Does your organization have adequate policies, procedures and practices in place to ensure regular variance analysis (budget to actual cost) of program and operating financial data?			
Does the Accounting System provide for a labour distribution system that charges Direct and Indirect labour to the appropriate cost objectives?			
Does your organization have adequate policies, procedures, and practices in place to segregate cost that are allowed to be charged to projects/contracts according to the applicable contract clauses and regulations incorporated in the contract from unallowable costs and to otherwise satisfy contract/donor requirements?			
Does your organization's Accounting System provide financial information as required by agreement clauses concerning limitation on costs, obligations, funding sources, i.e. separate the receipts and payments of a Chemonics award from the receipts and payments of your organization's other activities? If no, please explain.			
What is the organization's reported annual revenue for the past three years in USD? (Provide the amount in the currency that the financials are given in as well)			
What are the organization's reported annual profit margins for the past three years? (Provide the amount in the currency that the financials are given as well)			
Does your organization undergo annual audits by an outside chartered accounting firm, or regulatory body or both? If yes, please provide the contact information of your auditing agency/company and provide an authorization to contact them and for them to answer questions if necessary, provide copies of the last 3 years audited financial statements.			
Has any auditor, accountant, regulatory body or other third party communicated any "Deficiency" or "Significant Deficiency" in internal control? If yes, please provide details.			
Does your organization have procedures and practices in place for managing and closing audit findings and recommendations?			
Does your organization adjust your indirect cost rates annually, and bill your clients for indirect rate adjustments for each applicable year accordingly? If no, please explain.			

	YES	NO	N/A or NOTES
Does the Accounting System provide for a timekeeping system that identifies employees' labour by intermediate or final cost objectives (final cost objective is a project/contract; and intermediate cost objective is a grouping of indirect costs allowing an allocation to final cost objectives, e.g. general and administrative costs)?			
Do you keep invoices, vouchers and timesheets for all payments made from award or project funds? If there are circumstances where these documents cannot be or will not be obtained, please explain. Please enclose a copy of your record retention policy with your response.			
Are assets properly safeguarded? Is there an asset register and how is it reconciled? Is there a disposition policy and is it followed?			
Does the organization conduct internal audits on an annual basis to ensure financial files are accurate and complete? If so, please explain what is reviewed.			
Is there a Procurement manual or policy and what does it say? Is it transparent and implemented? Are there effective means of ensuring procurement is operated with transparency and probity, and means of investigating malpractice? Does the organization have a process of vetting vendors and staff? If yes, please explain process.			
Are there established internal control and segregation of duties standards guidelines? If so, please provide.			
Does your organization compile with its own policies and procedures for how determinations of reasonableness are made for purchases and who in the organization is responsible?			
For non-profit organizations: Has your organization had a compliance audit conducted for U.S. Government funds expended under 2 CFR 200 (also known as A-133 or single audit)? For for-profit organizations: Has your organization been audited by an US government agency or DCAA within the past three years. If yes, please attach a copy of the audit report. If your organization does not have audited financial statements, please submit a copy of your organization's "Balance Sheet" and "Revenue and Expense Statement" for the past three years and year-to-date for the current fiscal or calendar year.			
Provide background for the key individuals responsible for discharging accounting and other financial management functions within the organization and substantiate why they have the requisite accounting and other financial management qualifications and experience.			
How does your organization monitor cash flow and are you using cash flow budgets in managing cash and payables?			
SAFEGUARDING AND ETHICAL BEHAVIOR			
Is the organization a member of any organizations that promote responsible corporate social responsibility (CSR), environmental, or human rights, and/or sustainability practices? (ex: BSP, ICMM, or PIPECA)?			
Does the organization have a safeguarding policy? If yes, please provide.			
Has the organization achieved any certifications or awards for their CSR, environmental, or human rights, or sustainability performance?			
Has organization ever had instances where it is or has been intended that any direct or delivery chain members will work on DFID-funded business where those staff members have a known conflict of interest or where those staff members have been employed by DFID or the Crown in the preceding two (2) years? If so, please explain.			

	YES	NO	N/A or NOTES
Explain how the organization mitigates conflict(s) of interest, mitigation, and management to ensure these cases don't arise.			
Does the organization have a training on ethical behaviour? If so, please explain what is discussed in the training, the frequency it is offered to staff, and how it is documented that staff have taken the training course.			
HUMAN RESOURCES, ANTI-FRAUD AND WHISTLEBLOWING POLICIES			
Does the organization have a policy manual and a code of conduct?			
Does the organization have a whistleblowing policy? If so, please provide more details or provide an excerpt of this policy.			
Does the organization have procedures and policies in place to ensure staff are aware and can immediately report all suspicions or allegations of aid diversion, fraud, money laundering or counter terrorist finance? If so, please provide more details and provide an excerpt of this policy. How does the organization handle these allegations?			
What procedures are in place for vetting of staff to ensure there is not a potential or actual conflict of interest?			
What ongoing conflict of interest, mitigation and management procedures are in place should a COI be identified during implementation?			
What is the organization's stance on facilitating payments? Please provide an excerpt of this policy.			
Does the organization have a policy on anti-trafficking? Please provide an excerpt of this policy or address Modern Slavery Act			
Does the organization have a recruitment manual? Please provide an overview of how the organization conducts its due diligence in for conducting verification on candidate's qualifications.			

INSTRUCTIONS: In the two sections below, please describe responses in the space provided to the right and include relevant corporate policy documents to support the response.

	Response and Policy Support
MONITORING AND EVALUATION	
What internal procedures does the company have to ensure it is appropriately and effectively monitoring implementation?	
What arrangements and tools are in place should remote monitoring be required due to the working environment?	
What tools, systems, platforms, or software does the Subcontractor use to regularly monitor and evaluate its performance during project implementation?	
How does the Subcontractor plan to communicate to Chemonics should monitoring data show targets are not being met in a timely manner and in accordance with the agreed upon monitoring and evaluation plan? What steps will be taken to mitigate the situation?	
How is program risk managed and monitored?	
How, specifically, does the Subcontractor learn from data and use it to inform decision-making?	
What internal Data Quality Assessment (DQA) and/or internal evaluation plans or procedures does the Subcontractor have in place?	
Does the Subcontractor have documented procedures surrounding data quality and minimum standards for backup documentation?	
Are data collection and analysis methods documented in writing and being consistently used?	

	Response and Policy Support
TECHNICAL CAPACITY	
What technical sectors, industries, or fields does the company work in?	
How many years has the organization been working in the technical area relevant to this scope of work?	
Are there any considerations or limitations related to the specific scope of work? (e.g., timing, level of effort, location, expertise required)	
Do managers exercise adequate supervision to ensure that staff to whom they have delegated responsibility are exercising adequate control?	

Annex 4- Guidance regarding assessment criteria relevant to research excellence

Principles of quality	Associated issues
Conceptual framing	High quality studies acknowledge existing research or theory. They make clear how their analysis sits within the context of existing work. They typically construct a conceptual or theoretical framework, which sets out their major assumptions, and describes how they think about the issue at hand. High quality studies pose specific research questions and may investigate specific hypotheses.
Transparency	High quality studies are transparent about the design and methods that they employ, the data that has been gathered and analysed, and the location/geography in which that data was gathered. This allows for the study results to be reproduced by other researchers, or modified with alternative formulations. Failure to disclose the data and code on which analysis is based raises major questions over the credibility of the research. Transparency includes openness about any funding behind a study.
Appropriateness	There are three main types of research design, and many types of methods. Some designs and methods are more appropriate for some types of research exercise than others. Typically, experimental research designs tend to be more appropriate for identifying, with confidence, the presence of causal linkages between observable phenomena. The implementation of an experimental design is not, in itself, a sign of good quality. The diverse array of observational (or 'non-experimental' designs) may be more appropriate for questions that either cannot be explored through experimental designs due to ethical or practical considerations, or for the investigation of perspectives, people and behaviours that lie at the heart of most development processes.
Cultural sensitivity	Even research designs that appear well-suited to answering the question at hand may generate findings that are not credible if they fail to consider local, cultural factors that might affect any behaviours and trends observed. High quality studies will demonstrate that they have taken adequate steps to consider the effect of local cultural dynamics on their research.
Validity	<p>Measurement validity: Measurement validity relates to whether or not the specific indicator chosen to measure a concept is well suited to measuring it.</p> <p>Internal validity: Some research is concerned with exploring the effect of one (independent) variable on another (dependent) variable. It can do so using a</p>

	<p>range of research designs and methods. An internally valid study would employ a technique capable of demonstrating such causal relationships.</p> <p>External validity: This describes the extent to which the findings of a study are likely to be replicable across multiple contexts. Do they apply only to the subjects investigated during this particular study, or are they likely to apply to a wider population/country group? Quantitative researchers typically seek to address issues of external validity by constructing ‘representative samples’.</p> <p>Ecological validity: This dimension of validity relates to the degree to which any research is really able to capture or accurately represent the real world, and to do so without the research itself somehow impacting upon the subjects it seeks to study. Ecologically valid studies will explicitly consider how far the research findings may have been biased by the activity of doing research itself.</p>
<p>Reliability</p>	<p>Stability: If validity is about measuring the right ‘thing’, then stability is about measuring it ‘right’. What steps, if any, have been taken to ensure that the researchers are consistent in the way they ask questions and gather data?</p> <p>Internal reliability: Many concepts can be measured using multiple indicators, scales, and indices. If very significant discrepancies exist between indicators, then the internal reliability of one or other of the measures is open to question. High quality research will consider such issues, with specific attention to whether or not particular measures are well-suited to the cultural context in which they are taken.</p> <p>Analytical reliability: the findings of a research study are open to question if the application of a different analytical technique (or ‘specification’) to the same set of data produces dramatically different results.</p>
<p>Cogency</p>	<p>A high quality study will provide a clear, logical thread that runs through the entire paper. This will link the conceptual (theoretical) framework to the data and analysis, and, in turn, to the conclusions. High quality studies will signpost the reader through the different sections of the paper, and avoid making claims in their conclusions that are not clearly backed up by the data and findings. High quality studies will also be self-critical, identifying limitations of the work, or exploring alternative interpretations of the analysis.</p>

Annex 5- Guidance regarding assessment criteria relevant to Value for Money

Impact:	Does the research focus on an important and practical development challenge?
Additionality:	Does financial support address an important gap in research funding?
Quality:	Will the commissioned research be of the highest quality?
Deliverability:	Will the research deliver benefits within a realistic timeframe?
Cost:	Has every possible step been taken to control costs?

Annex 7

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/291982/HTN-strength-evidence-march2014.pdf