

# Mobile Solutions for Development in Asia

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## REQUEST FOR APPLICATIONS

Implemented by:  **fhi360**  
THE SCIENCE OF IMPROVING LIVES

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**Program:** Mobile Solutions for Development in Asia

**RFA No:** 3569-018-004-02

**Date of Issuance:** Tuesday, October 29, 2013

**Due Date for Questions:** 11:59pm GMT+7 (Bangkok time), Sunday, November 3, 2013

**FHI 360 Response to Questions:** Friday, November 8, 2013

**Closing Date:** 11:59 pm GMT+7 (Bangkok time), Monday, November 25, 2013

**Estimated Notification Date:** Tuesday, December 10, 2013

**Estimated Award Date:** February 2014

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### 1 INTRODUCTION

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The purpose of this Request for Applications (RFA) is to solicit applications for funding from prospective grantees to support FHI 360's implementation of the Mobile Solutions Technical Assistance and Research Program (mSTAR) funded by the United States Agency for International Development (USAID), Award No. AID-OAA-A-12-00073.

One of the overall objectives of the mSTAR program is to scale innovative mobile solutions for development in the mobile money, mobile data and mobile access work streams. mSTAR, in collaboration with USAID's Regional Development Mission in Asia (RDMA) is designing and facilitating a weeklong, interactive training on mobile solutions for USAID staff and implementing partners within the RDMA portfolio in Bangkok, Thailand to be held January 6-10, 2014. As part of this activity, mSTAR is seeking applications from eligible organizations to highlight successful mobile applications and technology platforms that have been developed and deployed in Asia – with the primary focused on ASEAN countries – to meet the region's development challenges. Up to five (5) finalists will be invited to present their solutions at a Mobile Solutions Forum on January 6, 2014. The forum will be attended by USAID staff from across Asia, other donors, NGOs, technology companies, mobile network operators, and others.

This RFA is issued as a public notice to ensure that all interested, qualified, and eligible organizations have a fair opportunity to submit applications for funding. For the purposes of this RFA, "organizations" are defined as non-governmental organizations.

### 2 OBJECTIVE

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The objective of this competition is to identify and highlight promising mobile solutions, including mobile services, apps, and other innovative uses of mobile technologies. The Mobile Solutions for Development in Asia Award will identify and highlight promising mobile solutions that are currently being used (or can demonstrate the potential to be adapted) to improve development outcomes in climate change, food security, health, governance, and biodiversity in Southeast Asia.

All relevant submissions will be catalogued and shared with the United States Agency for International Development (USAID) and other development organizations through a handbook focused on integrating mobile solutions into development projects. The goal is to promote promising solutions and to encourage the use of mobile technology by USAID and its partners. This contest also feeds into USAID's broader goals of harnessing the power of science, technology, innovation and partnerships to produce breakthroughs that deliver development impact more quickly, efficiently, and at greater scale than existing approaches.

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### 3 RFA DESCRIPTION

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This RFA is designed to solicit applications to award an estimated two (2) fixed obligation grants (FOGs) to provide support to any firm that has, at the time of submission, a fully developed product in any of these five sectors that is currently being deployed or has plans to deploy by 2014 in Southeast Asia (see Eligibility below for specific countries). In order to be eligible to apply the mobile solution must focus on improving development outcomes in one or more of the following five sectors: climate change, food security, health, governance, and biodiversity.

- **Climate change:** Applications for this theme can address any aspect of climate change mitigation or adaptation, including but not limited to estimating greenhouse gas emissions from energy use or land use change, tracking and managing individual energy use, facilitating the purchase of energy efficient products, providing information about climate hazards such as floods and droughts, and providing tips to enhance resilience to climate change.
- **Food security:** Applications for this theme can address any aspect of promoting improved food security, including but not limited to sharing agricultural knowledge, providing market information, facilitating buying/selling of agriculture and/or aquaculture, improving food distribution systems, and providing weather alerts and forecasts.
- **Health:** Applications for this theme can address HIV/AIDS, tuberculosis, malaria, or emerging infectious diseases, including but not limited to encouraging behavior change to reduce infections, facilitating access to appropriate treatments, and encouraging adherence to treatments
- **Governance:** Applications for this theme can address any aspect of the relationship between state and society and how it relates to effective and legitimate governance, including but not limited to addressing the needs of vulnerable populations, the timeliness and quality of local/national government action, effective delivery of government services, and citizen engagement to address government policy.
- **Biodiversity:** Applications for this theme can address any aspect of marine or terrestrial biodiversity conservation, including but not limited to raising consumer awareness of illegal wildlife products, improving reporting of wildlife trafficking or other illegal activities that threaten wildlife, identification and monitoring of protected species, and educating those tasked with conserving biodiversity as well as the general public.

### 4 INSTRUCTIONS TO APPLICANTS

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#### 4.1 ELIGIBILITY

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This competition is open to any non-governmental organization, non-profit or for-profit entity. To be minimally eligible for funding, applicants must comply with the following conditions:

- Organizations must be legally registered or otherwise authorized to conduct business in their country or countries of operation.
- Organizations must have a product that addresses one of the five award theme sectors above and that is currently deployed or has plans to deploy by 2014 in: Burma, Cambodia, Indonesia, Lao PDR, Malaysia, Philippines, Thailand, and/or Vietnam.

## 4.2 FUNDING

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The mechanism for funding will be Fixed Obligation Grants (FOGs). The most recent USAID provisions relating to FOGs may be found at <http://www.usaid.gov/ads/policy/300/303mat>. mSTAR anticipates awarding two (2) fixed obligation grants under this RFA.

The total amount of funding available for all awards is USD \$10,000, which will be provided as two individual awards (\$6k for first place, \$4k for second place). The assistance is intended to support the further development of mobile products with the potential for significant development impact, and facilitate networking to accelerate implementation planning and expansion. All selected finalists will also be responsible for developing a presentation to be shared with the mobiles for development community at the USAID forum in January. The Forum will be attended by USAID staff from across Asia, other donors, NGOs, technology companies, mobile network operators, and others. Up to five finalists will receive a paid trip to Bangkok, including economy-class flights, up to two nights of lodging, and three days of per diem. Note: Finalists located within the greater Bangkok metro area will not receive a flight, lodging or per diem.

All finalists will also receive public promotion through USAID and partner outlets (such as social media, websites, blog posts, etc.). The first and second place winners will be profiled in the Mobile Solutions for Development Handbook that is now under development. Finalists may also be eligible to apply for a larger grants program to support their scale up (to be determined at a future date).

Each of the two winners will be required to submit a budget and activity plan for approval to undertake a short term activity to further learning and understanding in the space of mobiles for development (i.e. developing a publication, advertising their product, training for staff, travel to a conference to promote their application, scoping trip for expansion, etc.). Once FHI 360 reviews and approves each winner's budget and activity plan with a timeline, a fixed-obligation grant (FOG) would be issued and executed. The milestone would be specific for each grant based on the activity completed by the grantee. For example, if the grant was to provide funding advertising their product – the evidence of completion would be a copy of the

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advertisement that details where it was placed in addition to a one-page learning document detailing the benefit it provided them per the agreed upon timeline in the FOG agreement.

### 4.3 APPLICATION SUBMISSION DEADLINE

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Applications may be submitted at any time before 11:59 pm GMT+7 on the date specified on page 1 of this RFA.

### 4.4 SUBMISSION METHOD FOR APPLICATIONS

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Submit all materials via the web-based application available online at: <https://www.screendoor.io/mstar/mobile-solutions-for-development-in-asia-award>

### 4.5 REVIEW PROCESS

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#### *Selection of Finalists/Winners*

A technical evaluation committee will review all technical applications on their design, impact, creativity, and organizational capacity and past experience using the criteria detailed below. Up to five finalists, based on highest scores, will be flown to Bangkok, Thailand to present at the Mobile Solutions Forum on January 6th, 2014. From among those five, the two with the highest evaluation scores will be selected as first and second prize, per the evaluation criteria below. The first and second prize winners will be announced at the Mobile Solutions Forum in Bangkok on January 6, 2014. Pending final approval by USAID, the FOG agreements for the two selected winners are anticipated to be issued by February 2014.

#### *Transfer of Awards*

Awards will be made upon final submission of the agreed upon deliverable in the FOG agreement. Final negotiations and award will be managed by FHI 360. FHI 360 reserves the right to make any number of awards or none at all. FHI 360 is not responsible for any costs associated with the development of applications.

### 4.6 APPLICATION CONTENTS

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Submit all responses via the web-based application available online at: <https://www.screendoor.io/mstar/mobile-solutions-for-development-in-asia-award>

### 4.7 EVALUATION CRITERIA

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The criteria presented below have been tailored to the requirements of this RFA. A total of 100 points are possible for the complete application. The relative importance of each criterion is indicated by approximate weight by points.

In evaluating the applications, FHI 360 will examine overall merit and feasibility, as well as specific criteria relevant to each component as elaborated below. Up to five (5) awards will be made to the overall highest scores to the responsible Applicant. Applicants should note that these criteria: (1) serve as the standard against which all applications will be evaluated, and (2) serve to identify the significant matters which applicants should address in their applications.

Application Evaluation Criteria	Weight
<b>Design:</b> Does the product have a clear target audience and is it designed to effectively engage this group based on sound assumptions and research?	30 points
<b>Impact:</b> What is the scope and scale of the specific problem that the mobile solution addresses? To what extent has the submission demonstrated impact or potential impact?	35 points
<b>Creativity:</b> How original is the idea relative to what already exists in the marketplace?	15 points
<b>Organizational capacity and past experience:</b> Does the applicant have the capacity to implement their mobile solution in one of the specified Southeast Asian countries?	20 points
<b>Total</b>	<b>100 points</b>

Up to five (5) finalists will be invited to travel to Bangkok to present at the Mobile Solutions Forum on January 6, 2014. Finalists will be evaluated by a team of judges to assess each of the technical criteria and the two winners will be selected as follows:

**Outstanding (First Place):** The applicant has clearly demonstrated the potential for its mobile solution to enhance development outcomes by receiving a minimum of at least 80 points based on the four scoring criteria. If multiple applicants receive at least 80 points only the highest scoring applicant will receive this rating.

**Excellent (Second Place):** The applicant has clearly demonstrated the potential for its mobile solution to enhance development outcomes, but to a level not equivalent to the Outstanding applicant. To receive the Excellent rating, an applicant must receive a minimum of 70 points. Only the one applicant (excluding the Outstanding applicant) that receives the highest total score over 70 points will receive this rating.

## 5 TERMS AND CONDITIONS

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### 5.1 GRANT AGREEMENT

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A grant agreement will include the approved project description, approved budget, reporting requirements and relevant provisions. Once executed it is a legally binding agreement between FHI 360 and the recipient organization. Once the grant agreement is signed, it cannot be modified without prior written approval from FHI 360. A sample grant document is provided as Attachment A for informational purposes only.

### 5.2 GRANT PROVISIONS

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FHI 360 is required to respect the provisions of the United States Foreign Assistance Act and other United States laws and regulations. The Grant Program will be administered according to FHI 360's policies and procedures as well as USAID's regulations for non-U.S. non-governmental recipients. These include:

#### 5.2.1 Late Submissions, Modifications, and Withdrawals of Applications

At the discretion of FHI 360, any proposal received after the exact date and time specified for the receipt may be considered ineligible for consideration.

Applications may be withdrawn by written notice via email received at any time before award by contacting [jwoodard@fhi360.org](mailto:jwoodard@fhi360.org).

#### 5.2.2 False Statements in Offer

Vendors must provide full, accurate and complete information as required by this solicitation and its attachments.

#### 5.2.3 Conflict of Interest Clause

Applicants must provide disclosure of any past, present or future relationships with any parties associated with the issuance, review or management of this solicitation and anticipated award. Failure to provide full and open disclosure may result in FHI 360 having to re-evaluate selection of a potential applicant.

#### 5.2.4 Prohibited Goods and Services

Under no circumstances shall the recipient procure any of the following under this award, as these items are excluded by the Foreign Assistance Act and other legislation which govern USAID funding. Programs which are found to transact in any of these shall be disqualified:

- a. military equipment;
- b. surveillance equipment;
- c. commodities and services for support of police or other law enforcement activities;
- d. abortion equipment and services;



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- e. luxury goods and gambling equipment; and
- f. weather modification equipment.

### 5.2.5 Restricted Goods

Only those goods necessary for the accomplishment of milestone goals are explicitly approved in the grant award and may be acquired and are subject to the provisions provided in the [Standard Provisions for Fixed Obligation Grants to Nongovernmental Organizations](#). Currently it is not anticipated that grants will fund any of the items listed herein.

The following costs are restricted by USAID and require prior written approval from FHI 360 and USAID in order to be allowable costs:

- a. agricultural commodities;
- b. motor vehicles;
- c. pharmaceuticals;
- d. pesticides;
- e. fertilizer;
- f. contraceptives
- g. used equipment; and
- h. U.S. Government-owned excess property

### 5.2.6 Publicity Consent

By submitting an entry or accepting a prize, each winning firm grants to FHI 360 and USAID Asia the irrevocable right without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter developed, including, but not limited to, the World Wide Web, in perpetuity and throughout the universe, the firm's entry, including without limitation, the entry and firm's and representative's name, portrait, picture, voice, likeness, image or statements about the contest, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.

### 5.2.7 Certifications for Non-US, Non-Governmental Recipients

Certifications are required by FHI 360 and USAID for all grant recipients and must be signed, dated, and submitted by the authorized official to FHI 360 upon notification of award. Recipients will be required to comply with the content of the certifications as a part of the grant agreement when/if funding is approved.

### 5.2.8 Disclaimers:

- FHI 360 may cancel solicitation and not award
- FHI 360 may reject any or all responses received
- Issuance of solicitation does not constitute award commitment by FHI 360

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- FHI 360 reserves the right to disqualify any offer based on offeror failure to follow solicitation instructions
- FHI 360 will not compensate offerors for response to solicitation
- FHI 360 reserves the right to issue award based on initial evaluation of offers without further discussion
- FHI 360 may choose to award only part of the activities in the solicitation, or issue multiple awards based on the solicitation activities.
- FHI 360 reserves the right to waive minor proposal deficiencies that can be corrected prior to award determination to promote competition
- FHI 360 will be contacting all offerors to confirm contact person, address and that the bid was submitted for this solicitation.

## 6 ATTACHMENTS

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The following documents under are considered part of this RFA.

- A) Fixed Obligation Grant and Attachments
  1. Schedule
  2. Program Description
  3. Milestone Certifications
  4. Standard Provisions

ATTACHMENT A



FIXED-OBLIGATION GRANT

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Client/Sponsoring Funder:

Prime Award Title:

Prime Award Number:

Grant Number:

Grant Title:

Name of Grantee:

Grantee TIN/Registration No.

Grantee DUNS No.

Grantee Status:

- US   Non-US  
NGO   For-Profit   Govt   Other\_\_\_\_\_

Client/Sponsoring Funder:

Period of Grant Performance:

Total Grant Amount:

FHI 360 Grant Officer

Director of Contract Management Services at FHI 360 Headquarters  
or his designee namely:

- Name, Title
- Courier Address Line 1
- Courier Address Line 2
- Courier Address Line 3
- City, State/Province/Zone
- Postal Code
- COUNTRY
- TEL:
- FAX:
- Email:

FHI 360 Technical Monitor:      Name, Title  
 Courier Address Line 1  
 Courier Address Line 2  
 Courier Address Line 3  
 City, State/Province/Zone  
 Postal Code  
 COUNTRY  
 TEL:  
 FAX:  
 Email:

Grantee Point-of-Contact for  
 Administrative Matters:      Name, Title  
 Courier Address Line 1  
 Courier Address Line 2  
 Courier Address Line 3  
 City, State/Province/Zone  
 Postal Code  
 COUNTRY  
 TEL:  
 FAX:  
 Email:

Grantee Point-of-Contract for  
 Technical Matters:      Name, Title  
 Courier Address Line 1  
 Courier Address Line 2  
 Courier Address Line 3  
 City, State/Province/Zone  
 Postal Code  
 COUNTRY  
 TEL:  
 FAX:  
 Email:

*In witness of their agreement, and their acceptance of its terms and conditions, FHI 360 and Grantee have caused this Agreement to be executed by their duly authorized representatives:*

Family Health International (FHI 360)	Grantee
Name:	Name:
Title:	Title:
Date:	Date:

This grant agreement (“grant”) is entered into by and between Family Health International (“FHI 360”) with its headquarters office in Durham, North Carolina, USA and **XxxxxxXXXXXXXX** (“grantee”) of **Location, Country**

The Parties therefore agree to the following terms and conditions:

**ARTICLE 1. PURPOSE OF AWARD**

The purpose of this grant is to provide support to the program described in **Attachment 1, Program Description**.

**ARTICLE 2. TYPE OF GRANT**

This is a Fixed Obligation Grant. The grantee agrees to pursue the programmatic objective(s) specified in the *Program Description* and according to the *Milestone Budget* described in **Attachment 2, Budget**.

**ARTICLE 3. FUNDING CONDITIONS**

- a) FHI is not liable for reimbursing the Grantee for any amount in excess of the grant amount or outside the Grant Period. Payment of funds to the grantee shall be in accordance with the Payment Schedule below.
- b) Funding is on a fixed payment basis only. Under no circumstances will payments be made in the form of an advance to cover milestone projected costs.
- c)  **[Check, if applicable]** Grant funds may be used for international airfares in accordance with the *Required, As Applicable, Standard Provisions* included in **Attachment 3**.
- d)  **[Check, if applicable]** Grant funds may be used for goods (e.g. equipment, furniture, etc.) with an acquisition cost in excess of \$5,000 and a useful life of over one year in accordance with the *Required, As Applicable, Standard Provisions* included in **Attachment 3**. Used equipment may not be purchased with Grant funds. Unless otherwise provided in the Grant, title to any equipment or personal property purchased to accomplish any milestones under this Agreement vests in the grantee upon acquisition, with the condition that the grantee must use the equipment or property for the grant as long as it is needed for such.  
Grantee is responsible for the care, maintenance, and security of any non-expendable property entrusted to the grantee. Grantee is required to immediately report theft, loss, or damage to any non-expendable property to the FHI 360 Grant Officer.
- e) The grantee will not purchase restricted goods such as agricultural commodities; motor vehicles; pharmaceuticals; contraceptive products; pesticides; used equipment; fertilizer; or fund indirect costs except as authorized pursuant to 22 CFR 228 or ADS 310 or any applicable waivers.
- f) The Grantee must certify in writing to the Grant Monitor that the grant is completed and the Grantee will make no further claim against the grantor after final payment. If the grantee cannot certify, it shall be expected to make appropriate reimbursements.
- g) Grantee will maintain records of transactions related to the Grant Agreement for at least three years after payment of the final milestone. After the end of the agreement,

FHI 360 retains the right, at its discretion, to examine all or a sample of the grantee's records or transactions related to the Grant Agreement where concerns of implementation irregularities arise.

- h) Grantee will obtain FHI 360 written approval prior to any changes to: 1) the activities being supported by this Grant; 2) the fixed amount of this grant; 3) the milestones; or 4) change in the Grant Agreement completion date.
- i) FHI 360 will conduct monitoring of the grant program, including site visits as appropriate.

**ARTICLE 4. PAYMENT SCHEDULE – Payments shall be made in local currency**

Milestone	Description of Milestone	Required Documentation	Amount (local currency)
1	[Example: Survey in X province]	Survey Report	\$1000
2	[Example: Training in X province]	[Example: Training materials and attendance sheet]	\$1000
3			
4			
5			
<b>Total Grant Funding</b>			<b>\$</b>

**ARTICLE 5. INCORPORATION OF REFERENCED DOCUMENTS**

The documents listed below are hereby incorporated as an integral part of this grant:

- Grantee's final approved grant application (including Milestone Plan) dated [dd-mmm-yyyy].
- Required, As Applicable, Standard Provisions for Fixed Obligation Grants to Nongovernmental Grantees, included in **Attachment 3**
- [other]

**ARTICLE 6. SPECIAL CONDITIONS**

1. [ ] *[Insert, as required, provisions from prime award, provisions to address issues identified in pre-award assessment, and other provisions unique to the Grant. If none, write NONE.]*
2. [ ]
3. [ ]

**ARTICLE 7. MODIFICATIONS**

Modifications to this grant shall be made by written agreement and signed by authorized representatives of both parties prior to the commencement of grantee's performance under any such change.

**ARTICLE 8. NOTICES**

**FHI 360 Grant Officer.** All notices concerning business or administrative matters under this grant will be in writing and will be directed to the Grant Officer named in the cover page.

**FHI 360 Technical Monitor.** All technical and program related notices and reports will be directed to the FHI 360 Technical Monitor named in the cover page. The FHI 360 Technical Lead is not authorized to modify this grant.

All notices to the grantee will be in writing and will be addressed to the points of contact named in the cover page.

**ARTICLE 9. PRIVACY**

This Grant is funded in whole or in part with funds from the funding sponsor. Neither the funding sponsor nor any of its departments, agencies, or employees is or will be a party to this grant.

No privity of contract between the funding sponsor and grantee is established by this grant. All communications regarding this grant must be directed to FHI 360 and not to the funding sponsor.

**ARTICLE 10. INDEPENDENT ENTITY**

The relationship of grantee to FHI 360 is that of an independent entity, and nothing in this grant will be construed as creating any other relationship. As such, grantee will comply with all laws and assume all risks incident to grantee's status as an independent entity. This includes, but is not limited to, responsibility for all applicable income taxes, associated payroll and business taxes, licenses and fees, and such insurance as is necessary for grantee's protection in connection with work performed under this grant. Neither grantee nor anyone employed by it will be, represent, act, purport to act, or be deemed to be an agent, representative, or employee of FHI 360.

**ARTICLE 11. LIABILITY**

With regard to all aspects of this grant, FHI 360 assumes no liability for any third party claims or damages arising out of this grant.

**ARTICLE 12. ORGANIZATIONAL CONFLICTS OF INTEREST**

- a) The grantee represents that, to the best of the grantee's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, or that the grantee has disclosed all such relevant information.
- b) The grantee agrees that if an actual or potential organizational conflict of interest is discovered after award, the grantee will make a full disclosure in writing to the FHI 360 Grant Officer. This disclosure will include a description of activities which the grantee has taken or proposes to take, after consultation with the FHI 360 Grant Officer, to avoid, mitigate, or neutralize the actual or potential conflict.
- c) Remedies – The FHI 360 Grant Office may terminate this grant for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the grantee was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the FHI 360 Grant Officer, FHI 360 may terminate the grant for default.



- d) The grantee further agrees to insert provisions which will conform substantially to the language of this clause, including this subparagraph (d), in any grant or consultant agreement arising out of this grant.

### **ARTICLE 13. STANDARDS OF ETHICS AND BUSINESS CONDUCT**

The grantee acknowledges and accepts FHI 360's emphasis on the importance of accountability to those who benefit from FHI 360's work, and the parties' mutual accountability to each other, to project collaborators, and to our sponsors.

The grantee acknowledges that FHI 360 corporate policy requires that FHI 360's activities be conducted within the letter and spirit of the law. By accepting this grant, the grantee agrees to carry out the work of this project in a manner which is consistent with applicable law.

***Protection of Children.*** The grantee confirms its accountability to children and to all others whom its programs are intended to serve. In the case of children, the grantee will undertake to ensure that no individual with any history of crimes against children will be placed in a position involving direct interaction with children as part of the work under this grant.

***Anti-trafficking.*** It is the position of the U.S. government that the procurement of commercial sex can fuel the demand for sex trafficking. Women, children, and men are trafficked into the commercial sex trade regardless of whether prostitution is legal or criminalized in a country, and thus, the procurement of commercial sex runs the risk of facilitating or supporting human trafficking. All federal contracts and subcontracts must by law (22 U.S.C. 7104(g)) include a provision authorizing termination of the contract if contractors or their subcontractors purchase commercial sex, either in the United States or abroad, during the term of the contract. (See FAR 52.222-50 Combating Trafficking in Persons.) This statutorily-mandated prohibition covers both duty and non-duty hours.

***Payments to Government and Political Party Officials.*** Grantee, including any of its affiliates and their respective employees, agents officers, or other members of its management will not make any payment, either directly or indirectly, of money or other assets to government or political party officials, candidates for public office, or representatives of other businesses or persons acting on behalf of any of the foregoing (referred to collectively as "Officials") where such payment would constitute a violation of any law. In addition, regardless of legality, Grantee will make no payment either directly or indirectly to Officials if such payment is for the purpose of influencing decisions or actions with respect to the subject matter of this Grant or any other aspect of FHI 360's operations.

***Code of Ethics.*** FHI 360 employees are bound to abide by FHI 360's Code of Ethics which prohibits employees from deriving any type of material and non-material benefit from the grantee as a condition for receiving this grant. Employees are also prohibited from soliciting or accepting any material or non-material benefit from the grantee that might compromise, or even appear to compromise, the objective evaluation, award, and administration of this grant. Under no circumstances shall any FHI 360 employee require or coerce the grantee to buy FHI 360 services and/or their personal services as a condition for receiving and/or retaining this grant. Accepting special treatment, bribes, or kickbacks from grantees is illegal and in violation of FHI 360's Code of Ethics.

***Reporting Potential or Actual Compliance Issues.*** If the grantee becomes aware of an ethics violation by any FHI 360 employee, the grantee shall be obligated to immediately report the violation or improper conduct. Issues can be reported to FHI 360's Office of

Compliance and Internal Audit at [compliance@fhi360.org](mailto:compliance@fhi360.org). Issues can also be reported to FHI 360's US hotline at 800.318.7153 or International hotline +1.561.207.2600 or through FHI 360's Anonymous whistleblower website at [www.fhi360.org/anonreportregistry](http://www.fhi360.org/anonreportregistry). All reports will be treated as strictly confidential and the identity of the reporting party shall remain anonymous.

**ARTICLE 14. DEBARMENT AND SUSPENSION**

The grantee certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any US Government department or agency.

**ARTICLE 15. TERMINATION**

- a) FHI 360 may terminate this grant at any time, in whole or in part, upon written notice to the grantee, whenever it is determined that the grantee has materially failed to comply with the terms and conditions of this grant.
- b) This grant may be terminated at any time, in whole or in part, by FHI 360 with the consent of the grantee. Both parties shall agree upon termination conditions, including the effective date and, in the case of partial terminations, the portion of the grant to be terminated. The agreement to terminate shall be set forth in a letter from FHI 360 to the grantee.
- c) This grant may be terminated at any time in whole or in part by the grantee upon sending written notification to FHI 360 with the following information: the reasons for the termination, the effective date, and, in the case of a partial termination, the portion to be terminated. However, if FHI 360 determines in the case of partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, FHI 360 may terminate the award in its entirety in accordance with paragraphs (a) or (b) above.
- d) For US Government-funded awards: If at any time the United States Government determines that continuation of all or part of the funding for a program should be suspended or terminated because such assistance would not be in the national interest of the United States or would be in violation of an applicable law, then FHI 360 may, following notice to the grantee, suspend or terminate this award in whole or part and prohibit the grantee from incurring additional obligations chargeable to this award other than those costs specified in the notice of suspension during the period of suspension. If the situation causing the suspension continues for 60 days or more, then FHI 360 may terminate this grant on written notice to the grantee and cancel that portion of this grant which has not been disbursed or irrevocably committed to third parties.
- e) A grantee whose grant has been terminated may submit a claim for reasonable, allowable, and allocable grant activity closure costs, which will be subject to review and approval by FHI 360.

**ARTICLE 16. DISPUTES**

FHI 360's Director of Contract Management Services, or his/her designee, will decide all disputes arising out of this grant.

**ARTICLE 17. HUMAN SUBJECTS**

applicable  not applicable

The welfare of human subjects (participants and patients) is the pre-eminent consideration of all work authorized by FHI 360. If the Scope of Work under this agreement involves human subjects, Grantee agrees to take all reasonable and prudent

care to protect patient/participant welfare. When necessary, this may include a review of study protocols by FHI 360 staff and Institutional Review Boards. In addition, Grantee's effort may be reviewed from time to time by consultants retained by FHI 360. Grantee agrees to cooperate with all compliance efforts and will report any significant problems encountered during the course of the work to the FHI 360 Technical Lead.

**ARTICLE 18. RESPONSIBILITY FOR PATIENT CARE**      applicable     not applicable

Grantee assumes full responsibility and liability for the care and treatment of its patients. To the extent that the training and other support provided to Grantee by FHI 360-employed personnel under this Grant encompasses treatment of Grantee's patients, Grantee acknowledges and agrees as follows:

- a) that Grantee is ultimately responsible for such treatment;
- b) that such treatment will be deemed to be done by and on behalf of Grantee;
- c) that Grantee waives any claim against FHI 360 and/or FHI 360-employed personnel arising out of patient treatment;
- d) that Grantee will assume full responsibility for any claims made by patients arising out of patient treatment, whether patient treatment was provided by Grantee-employed personnel or by FHI 360-employed personnel; and,
- e) that Grantee will hold FHI 360 harmless from any liability arising out of any assistance provided under the terms of this Grant.

**ARTICLE 19. ORDER OF PRECEDENCE**

If this grant agreement is translated to another language, the English version shall govern.

Any conflict between any of the provisions and attachments to this grant shall be resolved by applying the following order of precedence:

1. Articles of this grant
2. Funder terms and conditions (Attachment 3)
3. Grant Budget (Attachment 2)
4. Program Description (Attachment 1)

**ARTICLE 20. ENTIRE AGREEMENT**

The parties acknowledge that they have read this Grant, understand it, and agree to be bound by its terms. The parties further agree that this Grant, together with all of the referenced and incorporated attachments, is the entire agreement between the parties and that it supersedes all prior agreements, written or oral, relating to the subject matter of this Grant.

**Attachments:**

- 1) Program Description
- 2) Funder Terms and Conditions: Mandatory Standard Provision for Fixed Obligation Grants to Nongovernmental Recipients
- 3) FHI 360 Grant Administration Procedures and Forms, including
  - Milestone Certification
  - Payment Voucher
  - Completion Certificate
- 4) Branding and Marking Plan

**ATTACHMENT 1**

**FIXED-OBLIGATION PROGRAM DESCRIPTION**

1. Statement of Purpose

[Insert]

2. Background

[Insert]

3. Program Objectives

[Insert]

4. Expected Outcomes

[Insert]

## **Attachment 2:**

### **Funder Terms and Conditions: Mandatory Standard Provisions for Fixed Obligation Grants to Nongovernmental Recipients**

<http://www.usaid.gov/sites/default/files/documents/1868/303mat.pdf>

## **Attachment 3:**

### **FHI 360 Grant Administration Procedures and Forms**

**MILESTONE CERTIFICATION**

<b>NAME OF PROGRAM:</b>	
<b>Grantee:</b>	
<b>Grant No.:</b>	
<b>FHI 360 Project No.</b>	
<b>Grant Title/Name:</b>	
<b>Date:</b>	

This is to certify **[name of organization]** has reached the milestone listed below as required under the Fixed Obligated Grant (FOG) for the implementation of the **[Project name]** in **[country]**. The following table provides detailed information on the milestone.

<b>Milestone No/Month:</b>		
<b>Milestone Items</b>	<b>Evidence of Completion</b>	<b>Submission Date</b>
List activities to be completed as indicated in your supplement grant	List evidence provided as indicated in your supplement grant	Provide date the evidence was submitted

*Certified by:*

**[Signatory Name]**

**[Organization Name]**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Accepted by:*

**FHI 360**

**[Signatory Name]**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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**PAYMENT VOUCHER**

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To:

From:

Grant No.:

FHI 360 Project No.:

Grant Title/Name:

Date:

The undersigned hereby certifies:

- a) All activities required under the Milestone number listed below have been completed;
- b) That payment of the sum claimed in this request is proper and due, and that all funds provided by [Project] have been used solely for the purposes described in the Grant Agreement and in accordance with all of the terms and conditions therein; and That appropriate refund or credit to the grant will be made in the event of a disallowance in accordance with the terms of the grant, for nonperformance in whole or in part under this grant;
- c) That any detailed supporting financial information as the Grantor may require will be furnished by the Grantee promptly upon request; and
- d) That all requirements called for by the Grant Agreement have been met up to the date of this certification.

<b>Milestone No:</b>	
<b>Total Amount Requested for this Milestone:</b>	

---

*Certified by:*

***[Signatory Name][Organization Name]***

---

Signature

---

Date

---

*Accepted by:*

***FHI 360[Signatory Name]***

---

Signature

---

Date





## ATTACHMENT 4

### BRANDING STRATEGY AND MARKING PLAN

**Branding Strategy and Marking Plan [if applicable] [Note: FHI Program staff may insert approved branding and marking plan here]**

#### *Branding Strategy*

##### **Positioning**

*What is the intended name of this program, project, or activity?*

*Will a program logo be developed and used consistently to identify this program? If yes, please attach a copy of the proposed program logo.*

##### **Program Communications and Publicity**

*Who are the primary and secondary audiences for this project or program?*

*What communications or program materials will be used to explain or market the program to beneficiaries?*

*What is the main program message(s)?*

*Will the grantee announce and promote publicly this program or project to host country citizens? If yes, what press and promotional activities are planned?*

*Please provide any additional ideas about how to increase awareness that the American people support this project or program.*

##### **Acknowledgements**

*Will there be any direct involvement from a host-country government ministry? If yes, please indicate which one or ones. Will the grantee acknowledge the ministry as an additional co-sponsor?*

*Please indicate if there are any other groups whose logo or identity the grantee will use on program materials and related communications.*

#### *Marketing Plan*

##### **Public communications, commodities, and program materials**

A description of the public communications, commodities, and program materials that the grantee will be produced as a part of the grant or cooperative agreement and which will visibly bear the USAID Identity. These include:

- i. program, project, or activity sites funded by USAID, including visible infrastructure projects or other programs, projects, or activities that are physical in nature