

TENDER NOTICE

FOR THE PROVISION OF

**Formative research on TCM practitioner and trader profile,
motivation and behaviour**

FOR THE

**TRAFFIC PROJECT “PUBLIC OUTREACH TO ADDRESS DEMAND FOR ENDANGERED AND PROTECTED
SPECIES IN TRADITIONAL CHINESE MEDICINE (TCM) IN MALAYSIA”**

Cooperative Agreement: SLMAQM21CA3347

Original deadline for submission: Thursday 17th March 2022

New deadline for submission: Monday 25th April 2022

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1. Background

1.1. Background on TRAFFIC

TRAFFIC is a leading non-governmental organisation working globally on trade in wild animals and plants in the context of both biodiversity conservation and sustainable development. Our team of staff around the world carry out research, investigations and analysis to compile the evidence we use to catalyse action by governments, businesses and individuals, in collaboration with a wide range of partners, to help ensure that wildlife trade is not a threat to the conservation of nature. Unsustainable consumer demand for wildlife products is a leading cause for the threats facing many species across the world. TRAFFIC has been at the forefront of innovation within the field of Social and Behavioural Change Communications (SBCC), running various projects with relevant stakeholders targeting specific consumers of a variety of threatened wildlife. TRAFFIC uses the SBC approach that includes market and consumer research to guide campaign design.

TRAFFIC International Southeast Asia has a strong knowledge base on illegal and unsustainable wildlife trade through its [efforts](#) in Malaysia and the region since the 1990s. TRAFFIC continues to stand out as the leading NGO in Malaysia carrying out wildlife trade research and analyses. We work with government, enforcement agencies at federal and state levels, and engage the private sector to address threats from IWT, including for medicinal purposes. Our work with policymakers and implementers has resulted in a deep understanding of legal and regulatory gaps and solutions.

Since [2015](#), TRAFFIC has engaged with the Federation of Chinese Physicians and Medicine Dealers Association of Malaysia (FCPMDAM), an umbrella body for over 7000 TCM practitioners and dealers in the country. TRAFFIC worked with FCPMDAM to develop a short series of email-based bulletins about the use of endangered and protected wildlife in TCM. Both also jointly organized a [Conference](#) in 2017 to raise awareness among TCM dealers of alternatives that are as or more effective than bear bile. Since 2021, TRAFFIC has then formalized the engagement with the TCM sector with a two-year project entitled **PUBLIC OUTREACH TO ADDRESS DEMAND FOR ENDANGERED AND PROTECTED SPECIES IN TRADITIONAL CHINESE MEDICINE (TCM) IN MALAYSIA.**

1.2. Background on the project

As part of a US Department of State-funded project, TRAFFIC is carrying out interventions to raise awareness and reduce demand for threatened and protected wildlife products used in Traditional Chinese Medicine (TCM) in Malaysia.

The main project objectives are:

Objective 1: Increase awareness of the wide variety of negative consequences of the use of endangered and protected species in TCM in Malaysia.

Objective 2: Contribute towards reduced demand for traditional medicine that includes ingredients from endangered and protected species in Malaysia.

This will be done by developing and implementing targeted social behaviour change communications to engage and resonate with the target group: TCM practitioners and traders. To ensure that campaigns will engage and resonate with the target group, insights are required to understand the practitioners

and trader, and their underlying motivations for prescribing and selling threatened and protected wildlife products.

For the first stage of the project, we seek to **profile TCM practitioners and traders in Malaysia, their motivations and behaviour**. Subsequently, based on the formative research, we will develop messaging to resonate with this group; raise their awareness of the negative impacts to them and beyond, of using endangered and protected wildlife in TCM, and of alternatives; ensure that TCM falls within national legal frameworks; and conduct demand reduction messaging to shift TCM practitioners and traders away from prescribing or selling endangered and protected wildlife, towards sustainable alternatives.

2. Information on the Tender

2.1. Contractual conditions

This tender invites the provision of services for **TRAFFIC International Southeast Asia** (Company No : 1355068-X) (hereinafter referred to as "TRAFFIC")

Contractual agreement with the contractor, including the rights and obligations of the contractor, payment provision, acceptance of deliverables, performance of the contract, confidentiality, and checks and audits will be made with TRAFFIC.

2.2. Taxes

The costs in the financial offer should be inclusive of all taxes that the consultant is liable for in their country of registration. All rates indicated in the financial offer should be fully loaded, including taxes.

2.3. Incidental expenditure

Incidental expenditure incurred by the Contractor and, if applicable, approved by TRAFFIC in advance shall be reimbursed in full.

2.4. Structure and content of the tender

Tenders must be presented as follows:

- I. Identification of the contractor (to be submitted by the contractor using the form provided in Template 1, submitted as a PDF).

The tender must include a cover letter signed by an authorised representative presenting the name of the contractor and the name of the single contact point (leader) in relation to this tender if different.
- II. Contractor Background: organisation capacity and experience (to be submitted by the tenderer using Template 2, submitted as a PDF).
- III. CVs for the key personnel identified to deliver the Scope of Work (to be annexed with Template 2, submitted as a PDF)
- IV. Contractor Statement of Delivery (to be submitted by the contractor using Template 3, submitted as a PDF).

- V. Financial Offer and Budget (to be submitted by the contractor using Template 4, in two copies: one in PDF and one in its original MS Excel format).

2.5. Duration of the tender

The Scope of Work should be completed within four (4) months of the signature of the contract. The execution of the tasks may not start before the contract has been signed by both parties.

2.6. Place of work

The place of performance of the tasks shall be the contractor's premises or any other place indicated in the tender.

2.7. Period during which tenders are binding

Tenderers are bound by their tenders for sixty (60) days after the deadline for submitting tenders or until they have been notified of non-award.

3. Tender Selection

3.1. Evaluation and Selection

The quality of the tender will be evaluated based on the following criteria. The maximum total quality score is 100 points. The contract will be awarded based on a 'best price-quality ratio' method, as described below.

EVALUATION CRITERIA	SCORE
Capacity & Experience (Template 2):	(25-40)
Relevant capacity and experience	10-15
Demonstration of effective delivery	10-15
Ability to understand and work with the two languages listed in the Scope of Work	5-10
Contractor Statement of Delivery (Template 3):	(40-60)
Demonstrate understanding of the Scope of Work	20-30
Process description for delivery of the Scope of Work as detailed in Annex 1	20-30
Eligibility to receive USG funding as per the conditions outlined in Standard Provisions for Non-U.S. Nongovernmental Organizations: ADS Chapter 303, based on information provided in Template 5 (Pre-award survey)	Yes/No
Max. TOTAL	100

All tenders that obtain a score of 65 or higher will be deemed to be technically sufficient and considered on an economically advantageous offer. The price of the tender offer will be divided by the total number of points awarded to obtain the price-quality ratio. The award of the contract will be made in accordance with the lowest ratio.

TRAFFIC reserves the right not to select any tender if the amounts tendered exceed the budget envisaged for this contract or if the contractor or key personnel are found not to be eligible to receive USAID funding.

3.2. Notification of Decision

PROCESS	TIMEFRAME
Deadline for requesting clarification from TRAFFIC	12 th April 2022
TRAFFIC to issue Q&As online at https://www.traffic.org/about-us/careers/	14 th April 2022
Deadline for receipt of tender by TRAFFIC	25th April 2022
Completion of evaluation of tenders	29 th April 2022
Notification of award	2 nd May 2022
Contract signature	6 th May 2022
Expected start date	9 th May 2022

4. Tender Submission

4.1. Checklist for Submission

Omission of documents from the submission pack may lead to exclusion of the tender. TRAFFIC reserves the right to request further information from tenderers.

DOCUMENT	INCLUDED
Identification of the Contractor (Template 1)	
Contractor Background (Template 2)	
CVs of key personnel	
Contractor Statement of Delivery (Template 3)	
Financial Offer and Budget (Template 4)	
Pre-award Survey for US Government funding (Template 5)	

4.2. Submission Process

Tenders should be marked “**TCM Project Tender – Formative research on TCM practitioner and trader profile, motivation and behaviour**” and submitted to TRAFFIC’s Project Administration Officer via e-mail to tsea@traffic.org

To be received on Monday 25th April 2022, by 1700h Malaysian Time (MYT).

For information or queries regarding the tender contact: Serene Chng, Programme Officer, TRAFFIC International Southeast Asia

Email: serene.chng@traffic.org

Annex 1: Scope of Work

TRAFFIC is seeking a Contractor to carry out formative research to probe underlying drivers for TCM practitioners and traders in Malaysia, and to identify specific target audience segments, messages and messengers. While participatory, qualitative methods are expected, offerors may also propose alternative or complementary methodologies, such as direct observations, quantitative data analysis or combinations of methods as they see fit. The outcomes of the formative research will feed directly into Social and Behavioural Change (SBC) programming and subsequent activities. The scope of work is expected to cover these areas:

- i. Primary qualitative research through **in-depth expert interviews and focus group discussions (FGDs)**. Expert interviews are recommended to take place first, and could be with FCPMDAM association leaders and other representatives. This would be followed by FGDs with TCM practitioners and traders. FGDs are requested to develop an objective and holistic representation of the cross-section of TCM practitioners and traders across Malaysia. FCPMDAM will assist with providing access to the target audience segments. The interviews and focus group discussions could be carried out (but not limited to) through face-to-face meetings and/or virtual meetings.
- ii. **Analysis and interpretation of results** in the form of a Final Report, including complete data sets in an open and shareable format, and any other supporting documents relevant to the research: To build profiles of TCM practitioners and traders; behavior maps; priority knowledge gaps; relevant messages that can engage and resonate, trusted messengers/platforms; exploration and identification of desired alternative behavior and levers to change (e.g. business benefits, social norms, long-term sustainability).

The applicant shall outline a proposed research design, sampling strategy, data collection modality, data collection methods, data management, data analysis, and reporting, that will address the following research questions and provide an extensive understanding of TCM practitioners and traders in Malaysia, including:

- What are the socio-demographic, psychographic (underlying motivations) characteristics of TCM practitioners and traders in Malaysia? What is their professional status?
- What are the main groups/profiles? Can they be further divided into sub-segments and based on what criteria?
- What TCM products containing wildlife are most popularly prescribed/sold? Where do they source these from?
- What are the most important factors influencing their practice/business? (e.g. business profits, patients' welfare, tradition etc)
- What are their reasons and attitudes towards recommending, prescribing and selling medicines incorporating threatened and protected wildlife species?
- Are they aware of alternatives to such products? What is their attitude towards such alternatives?
- Where do they get their information from / keep up to date with the latest TCM news (e.g. FCPMDAM, other Malaysian sources, sources from other countries)? What are the most effective channels to reach them? Who are their trusted messengers?

- Who/what are their influences, particularly those who may dissuade or de-incentivize use? Who/what will make them stop prescribing and selling medicines incorporating threatened and protected species?
- What messages would resonate with them?
- Are they aware of the laws associated with possessing and trading in such products?

Applicants will have a minimum of 3 years' experience in stakeholder research in Malaysia with a proven excellent track record. The successful applicant will be responsible for preparing and submitting the specified deliverables.

1. Background information on TCM use in Malaysia and key actors

TCM has used animals, plants, and fungi for centuries, but in some instances expanding demand, including for COVID-19 treatment, risks driving overexploitation and IWT. Of 112 commonly used TCM species, 22% are listed in CITES Appendices I and II and 51% are threatened with significant reduction in the wild. There is low awareness across the TCM sector about such threats to species-ingredients, which ultimately could undermine the continued success of this several-thousand-year-old traditional practice. COVID-19 has exacerbated IWT risks, resulting in for example., updates to the Chinese Pharmacopeia to exclude pangolin scales as a raw ingredient. As such the opportunity to help redress the challenge of IWT and persuade social and behavior changes amongst TCM practitioners towards more sustainable practice is prescient and timely.

In Malaysia, one study found that almost 70% of Malaysians use traditional and complementary medicines in their lifetime, and TCM practitioners make up over two-thirds of all traditional and complementary medicine practitioners. TRAFFIC's research on the usage of wildlife in TCM in Malaysia reinforces these findings: for example, our 2010 study on bear-based medicines found Malaysia among the top countries implicated in this illegal trade. Follow up surveys in 2010, 2017 and 2018 found an average of about 150 shops openly selling illegal bear-based (mostly bile) products from pills to whole gall bladders. Market surveys revealed other endangered and protected species, such as Saiga Antelope, musk deer and porcupine. Surveys recorded more than 3500 individual products, over 2700 of which were bear bile products in various forms. The trade in bear bile is illegal, while that in other recorded species falls under various regulations.

TRAFFIC's research has identified some gaps and challenges to overcome. Relating to the TCM industry, these include ignorance of negative impacts to the practitioners and traders themselves, the TCM industry and Malaysia's wildlife in using protected and endangered wildlife in TCM, poor understanding of Malaysia's legal and regulatory framework governing the sale and use of wildlife in TCM, a lack of knowledge or trust in sustainable and legal alternatives and ambiguous product labelling.

There are also issues regarding the regulation of the industry by the health and wildlife agencies. These include inconsistency in the legal and regulatory framework; poor coordination between health and wildlife agencies; and lax law enforcement. Despite a legislative framework for traditional medicines, and a Traditional and Complementary Medicine Blueprint 2018-2027, traditional medicine prescribed in its raw form is excluded from enforcement under health regulations. Additionally, there have been instances of unwitting approval of TCM products containing protected wildlife species.

Crucially, decisions over use of specific TCM ingredients are not usually driven by individual patients, but the TCM practitioners and traders who recommend, prescribe, mix and sell formulations for them.

Practitioners and traders constitute the backbone of TCM healthcare. Practitioners and traders are also subject to regulation by the Ministry of Health’s Traditional and Complementary Medicine Division and local business laws. Therefore, this project has a particular focus on raising practitioners’ and traders’ awareness of the risks associated with using illegal and overexploited wildlife products in TCM treatments and reducing their intention to recommend, prescribe and sell medicines incorporating threatened and protected species. This will reduce the use of such products by patients. To address the gaps and challenges identified above in a holistic manner and embed long-term change, we will work with TCM practitioners and traders through professional bodies (FCPMDAM), universities, manufacturers, and regulatory bodies, and ensure the approach is effective for diverse target audiences.

While there are some practitioners and traders who will be reluctant to change their behavior, we are confident that within the community there is a segment who are open and willing to shifting their behavior towards sustainable and legal practices; this was [found](#) to be the case from TRAFFIC’s engagement with them in 2017. Initial research to profile Malaysian TCM practitioners and traders, motivations and behavior will form the evidence base on which we build our awareness raising and behavior change messaging.

While research has been done around some of the main wildlife used in TCM, less is known about the TCM practitioners and traders. Therefore, additional formative research is needed to probe this user group and fill the following research gaps:

- a) profiles (gender, age, education, professional status, location etc.),
- b) selling and prescribing history & tendency,
- c) motivations to sell and prescribe wildlife parts and products in TCM
- d) communication channels & sources of information,
- e) concerns and deterrents

2. Resourcing and responsibility

Both TRAFFIC and the Contractor agree to provide access to appropriate, quality manpower and resourcing as well as access to information necessary to successfully achieve the objectives and deliverables of the project. Both parties are responsible for the appointment and management of its own respective personnel who will operate under the supervision of project management representatives from both organisations, unless otherwise agreed and documented below. All personnel should be appropriately qualified, competent and sufficiently experienced to carry out the agreed Services within this Scope of Work.

Responsibilities	
Contractor Responsibilities	Contractor to manage the project, including but not restricted to: <ul style="list-style-type: none"> • project plan • coordinate regular meetings and discussions to provide update on the ongoing tasks and any preliminary findings • prepare research plan, data collection plan and forms for review and comments • budget • timeliness • delivery of outputs specified in the scope of work

	<ul style="list-style-type: none"> quality control and assurance
TRAFFIC Responsibilities	<p>TRAFFIC to provide:</p> <ul style="list-style-type: none"> Situation analysis for background information TCM industry contacts to recruit participants Review and feedback on outputs, including the research plan, data collection plan, data collection forms and preliminary findings Observation of one focus group discussion Final sign-off on completed outputs

3. Deliverables and Timeframe

The requirements for the delivery of the Scope of Work are detailed in Table A.1 and reflected in ‘Template 4 Financial Offer and Budget’. Changes to the estimated timeframes and costs should be accompanied by a justification.

Table A.1: Requirements for delivery of Scope of Work

Bid Item No. (A)	Service (B)	Duration (timeframe) (C)	Estimated costs of work (MYR) (D)	TOTAL (E)
1.0	Preparation of Research Plan, including research methodology, sample strategy, data collection modality, data collection methods, data management plan and data analysis plan.	2-3 weeks	MYR125,000 to deliver all outputs in column B ¹	MYR125,000 to deliver all outputs in column B ¹
2.0	Data Collection Plan, including survey agenda, data collection plan, data collection location and timeline.			
3.0	Data Collection Forms (in English and Mandarin), including questionnaires, informed consent forms, interview and focus group guides.			
4.0	Data Collection, including pilots, interviews, FGDs and/or other data collection methods that the Contractor deems fit, and other associated logistical arrangements.	6-8 weeks		
5.0	Preliminary findings based on initial data analysis, including summary data tables and key points for review.	2 weeks		

6.0	Submission of Final Report, including complete data sets in an open and shareable format, and any other supporting documents relevant to the research.	2 weeks		
7.0	Presentation of key findings of the research to TRAFFIC, implementing partners and other audience.	End of project		
8.0	Project Management (planning, support and delivery for duration of the project)	Throughout		

¹ Final costs for all deliverables to be confirmed by Contractor

Annex 2: Draft Contract Template

DATED ___ Day of _____ 2022

[INSERT NAME OF CONTRACTOR]
[INSERT ADDRESS]

Dear Sirs,

SERVICE AGREEMENT

PROJECT TITLE: Public outreach to address demand for endangered and protected species in traditional Chinese medicine (TCM) in Malaysia

PROJECT CODE: INT540.00

PRIMARY DONOR : U.S. Department of State

PRIMARY DONOR AGREEMENT NUMBER : SLMAQM21CA3347

THIS AGREEMENT NUMBER : [INSERT AGREEMENT NUMBER]

TRAFFIC International Southeast Asia (hereinafter referred to as "TRAFFIC") is desirous of engaging **[INSERT NAME]** for the provision of work described more fully in Terms of Reference and the Contractor has represented to TRAFFIC that the Contractor can offer such services on the terms and conditions herein.

TRAFFIC hereby offers **[INSERT NAME]** an Agreement to work with TRAFFIC to implement the statement of work as per the Terms of Reference in **Annex I**.

For the purposes of this Agreement **[INSERT NAME]** are referred to hereinafter as the "Contractor" and other service providers that may be sub-contracted are referred to as "sub-contractors".

During this Agreement the Contractor will be reporting to: **[INSERT PROJECT MANAGER]**

The following Terms and Conditions will apply to this Agreement:

1. Parties involved and Persons designated to act on behalf of Parties

Contractor's Legal Name :

Contractor DUNS Nr (mandatory for USG Agreements) :

Entity type :

Contact Person Name/Title :

Email :

Contact Address :

TRAFFIC

Project Manager :

Title : Project Manager

Email :

TRAFFIC Project Code :

All correspondence between parties should include the designated TRAFFIC Project Code.

2. Project Activity and Budget

Detailed **Terms of Reference** and **Budget** for this Agreement are outlined in **Annex I** and **Annex II**, respectively.

TRAFFIC shall pay the Contractor fees of **MYRxxx** as provided in **Annex II** of this Agreement. The said fees shall be the sole compensation payable by TRAFFIC to the Contractor for work and deliverables hereunder.

3. Term

This Agreement covers the period **[INSERT DATE] to [INSERT DATE]**. Any changes to the term will be agreed in advance with the Project Manager in writing. If any delays on implementation are foreseen the Contractor should notify the Project Manager immediately.

4. Reports and Deliverables

The Contractor agrees to deliver:

- a. Internal progress updates to the Project Manager when requested.
- b. All deliverables as agreed in **Annex I Terms of Reference**.

- c. Report on expenditure of finances, if requested by the Project Manager.
- d. Report on Foreign Taxes, as per [MSP RAA10](#) for commodity purchase transactions in a foreign country over the amount of USD500. The report is due 30 days after the end of the Agreement period.

5. Payment Provisions

The fee payable by TRAFFIC is inclusive of any Sales & Service Tax (SST) that may be chargeable by the Contractor (if applicable). Any liability for sales and service taxes payable outside of the Malaysia rests with the Contractor.

Sub-contractors fees are the responsibility of the Contractor and are to be paid from within the agreed budget (**Annex II**).

The fee shall be paid to the Contractor according to an agreed Schedule of Payment, upon receipt of signed invoices.

The invoice should be raised in the currency of the Contract which should be clearly stated. The invoice should also be dated, have a unique invoice number and detail the TRAFFIC project code, title of activity, contact details, number of units charged, unit rate, total amount payable. The invoice should be addressed to:

TRAFFIC International Southeast Asia

Suite 12A-01, Level 12A

Wisma AmFirst (Tower 1)

Jalan Stadium SS7/15

47301 Kelana Jaya, Selangor, Malaysia.

6. Transfer of Funds

Payments will be made using (international) bank transfer.

Name on Account :

Name of Bank :

Branch:

Branch Address:

Bank Account number:

SWIFT/BIC:

Receipts (including flights boarding passes) are required for all expenses.

The Contractor and any sub-contractors should operate on value-for-money principles under this Agreement and should aim to maximise conservation gains. All expenditure should be reasonable, approved and documented, as identified in the budget. The Contractor and any sub-contractors are expected to use funds responsibly and source services/goods that operate under sustainability principles.

Air travel should be minimised and only economy (air/land/sea) fares are allowed under this Agreement. Any air travel under this Agreement should include appropriate CO₂ emission offsetting costs in the travel budget.

Transfer of funds is contingent upon transfer of funds from the donor and/or an administrative check by TRAFFIC on the eligibility of the invoiced costs under TRAFFIC's and donor's financial policies.

If applicable, any international air travel under this Agreement should be in accordance with the Fly America Act according to the Donor's policies.

Alcohol is not an allowable cost under the Donor's policies.

5. Intellectual Property

Unless otherwise negotiated, TRAFFIC is the inherent copyright owner of information and materials, including photographs, that any individual or legal entity on contract to TRAFFIC may have produced, gathered, reviewed and/or analysed on behalf of TRAFFIC and in TRAFFIC-contracted time, irrespective of whether or not such data and documentation have been published. All details and information must be kept confidential by the Contractor and sub-contractors unless agreement has been reached with TRAFFIC. These obligations are permanent and will not lapse upon cessation of the Agreement with TRAFFIC. The Contractor shall undertake, even after their engagement with TRAFFIC is finished, not to publish such data without the specific approval of the Executive Director, TRAFFIC.

6. Data protection

TRAFFIC International and its Contractors must at all times be compliant with the UK's *Data Protection Act 2018*, the European Union's *General Data Protection Regulation (GDPR)* and Malaysia's *Personal Data Protection Act 2010* in regard to the collection, storage and transmitting of personal data.

Where the Agreement requires the processing of personal data by the Contractor, the Contractor must act only under the supervision of the data controller, in particular with regard to the purposes of processing, the categories of which data may be processed, the recipients of the data and the transfer of data between countries in accordance with the UK's *Data Protection Act 2018*, European Union's *General Data Protection Regulation (GDPR)* and Malaysia's *Personal Data Protection Act 2010*. The Contractor shall ensure that appropriate technical and organisation measures are adopted to safeguard data from unauthorised access, alteration, disclosure, or destruction. The Contractor is obliged to notify TRAFFIC if any personal data has at any time been compromised, during and upon cessation of this Agreement.

In turn, TRAFFIC International respects its Contractors' right to privacy. TRAFFIC International retains personal information contained in this Agreement to comply with applicable legal, tax or accounting requirements. TRAFFIC's full privacy notice is available on its website www.traffic.org or can be obtained from the contact details provided. The data controller of your personal information is TRAFFIC International. If you have any questions or concerns about TRAFFIC's use of your personal information, please contact TRAFFIC using the following details: privacy@traffic.org.

7. Confidentiality

- a. The details of this Agreement are confidential. All information received by the Contractor and his/her affiliates in connection with this Agreement is deemed confidential information of TRAFFIC. The Contractor shall not disclose the confidential information, in whole or in part, to any person, firm, corporation, association or any other entity, or use such information in any way detrimental to or to the disadvantage of TRAFFIC and that such information will be kept confidential.
- b. The Contractor acknowledges that any breach of confidentiality obligations herein can cause serious damage to TRAFFIC and in addition to damages TRAFFIC shall be entitled to injunctive relief in the event of any such breach.
- c. The confidentiality obligations herein shall survive any termination or expiration of this Agreement.

8. Virus, Malicious, Mischievous or Destructive Programming

In the course of carrying out its work, if the Contractor or any of its employees or subcontractors introduces a virus or malicious, mischievous or destructive programming into the TRAFFIC's computer networks and provided further that the TRAFFIC can demonstrate that the virus or malicious, mischievous or destructive programming was introduced by the Contractor or any of its employees or sub-contractors, the Contractor shall be liable for any damage to any data and/or software owned or licensed by TRAFFIC.

The Contractor shall be liable for any damages incurred by TRAFFIC including, but not limited to, the expenditure of TRAFFIC funds to eliminate or remove a computer virus or malicious, mischievous or destructive programming that result from the Contractor's failure to take proactive measures to keep virus or malicious, mischievous or destructive programming from originating from the Contractor, its servants, agents or employees through appropriate firewalls and maintenance of anti-virus software and software security updates (such as operating systems security patches, etc.). In the event of destruction or modification of software, the Contractor shall eliminate the virus, malicious, mischievous or destructive programming, restore TRAFFIC's software, and be liable to TRAFFIC for any resulting damages.

9. Communications and use of logos

The Contractor is not authorised to use the logo of TRAFFIC or any other organisation associated with the production of the works without prior written permission.

10. Status

This Agreement does not constitute or imply a partnership, joint-venture, principle-agent or an employer-employee relationship between the parties and neither party has any right, power or authority to create any obligations, express or implied on behalf of the other.

TRAFFIC accepts no claims, losses, damages, or liabilities incurred by the Contractor, sub-contractors or third parties in connection with this Agreement. The Contractor is required to acquire work permits or other documents necessary to undertake the work as specified, and to comply with national and international laws, including payment of direct and indirect taxes including National Insurance contributions.

Whilst implementing this Agreement the Contractor and sub-contractors are not representatives, agents or partners of TRAFFIC, and have no authority to bind TRAFFIC. The Contractor is a contractor of TRAFFIC only. The sub-contractors are contractors of the Contractor and not of TRAFFIC. The Contractor is responsible for all issues relating to its sub-contractors.

11. Liability

All travel and fieldwork are undertaken at the Contractor's personal risk. For travel outside of the Contractor's home country or base of operations the Contractor must confirm that persons involved in providing services under this Agreement are in good health and fit to travel. The Contractor is required to find and fund its own travel arrangements, medical and liability insurance for any person involved in providing services under this Agreement.

12. Taxes

The Contractor shall be liable for all taxes arising out of payments made to the Contractor pursuant to this Agreement including withholding tax if any of the services are carried out in Malaysia.

13. Indemnification

The Contractor hereby indemnifies TRAFFIC, together with its officers, directors, employees, and agents, against any claims, losses, damages, and other liabilities (including reasonable attorney's fees and other expenses), arising in connection with this Agreement, except to the extent the claim, loss, damage, or other liability is due to the fault of TRAFFIC.

14. Arbitration

- a. Both parties agree to abide by their obligations to each other under this Agreement in good faith, and to attempt to resolve any disputes that arise between them in a manner that minimises any damage to the cause of conservation.
- b. The Parties shall attempt to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- c. In the event that a dispute cannot be settled amicably within 60 calendar days from the first written notice of a dispute, the dispute shall be referred to arbitration.
- d. The arbitration shall be held in accordance with the 2020 London Court of International Arbitration (LCIA) Rules before a single arbitrator appointed in accordance with such rules. The arbitrator shall deliver a written opinion setting forth findings of fact, conclusions of law and the rationale for the decision. Any opinion entered as a final judgement will be final and binding on both TRAFFIC and the Contractor to the extent permitted by law. The language of arbitration will be English and the seat of arbitration will be Kuala Lumpur, Malaysia. TRAFFIC and the Contractor shall bear their own arbitration costs including the cost of representation and availing evidence.

15. Controlling Law

This Agreement and any non-contractual obligations arising in relation to it shall be governed by and construed in accordance with the laws of Malaysia.

16. Entire Agreement/Modification

This Agreement, including all referenced Annexes, each of which is incorporated herein and made a part hereof, represents the entire Agreement between the parties on this subject matter and supersedes all prior oral or written agreements, commitments and understandings pertaining to the subject matter hereof. All modifications to this Agreement must be in writing and signed by persons designated to act on behalf of the Contractor and TRAFFIC.

17. Termination

For Cause. If TRAFFIC shall determine at any time that the Contractor has failed to comply with any term of this Agreement, TRAFFIC may thereupon terminate the Agreement, in whole or in part, by giving written notice to the Contractor. Such notice shall become effective upon receipt.

For Convenience. For its convenience, either party may terminate this Agreement at any time by giving written notice to the other. Such notice shall become effective thirty (30) days after its receipt.

TRAFFIC shall not be obligated to pay for any expenses incurred by the Contractor after the effective date of any notice of termination. Upon its effective date, the Contractor shall stop work and take all reasonable steps to preserve and protect all work product produced to date and comply with instructions from TRAFFIC as to the disposition thereof. Upon termination, the Contractor shall promptly submit to TRAFFIC a final technical report, a final financial report, and return any unexpended project funds.

18. Miscellaneous

- a. This Agreement shall be binding upon and for the benefit of the undersigned Parties, successors-in-title and assigns.
- b. Time wherever mentioned shall be the essence of this Agreement.
- c. Each Party shall bear their own cost and expenses incidental to this Agreement.

19. List of Annexes

ANNEX I TERMS OF REFERENCE

ANNEX II BUDGET

ANNEX III STANDARD TERMS

ANNEX IV ANTI-BRIBERY POLICY

ANNEX V USG FUNDING PROVISIONS & CERTIFICATIONS

ANNEX VI DEPARTMENT OF STATE STANDARD TERMS AND CONDITIONS FOR FEDERAL ASSISTANCE AWARDS

If you find the terms and conditions of this Agreement to be acceptable, please confirm your acceptance by signing in the appropriate space below.

Yours faithfully,

TRAFFIC International Southeast Asia

AUTHORISED SIGNATORY

[Designation]

I, the undersigned, acknowledge acceptance of the terms and conditions set out above and in the annexes attached to this Agreement.

Signed:

[INSERT NAME]

Date:

ANNEX I TERMS OF REFERENCE

The Contractor agrees to the following statement of work parameters pursuant to the specifications below :

A. BACKGROUND

A. SERVICE SCOPE

B. TIMELINE

C. DELIVERY REQUIREMENTS

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ANNEX II BUDGET

A. FEE SCHEDULE

ITEM	DESCRIPTION		AMOUNT (MYR)
1.	Being consultancy fees for statement of work in ANNEX I		
		SUBTOTAL	
		SST	
		TOTAL (INCL. 6% SST)	

[Remainder of page intentionally left blank]

ANNEX III STANDARD TERMS

The following obligations shall form an integral part of the Agreement, supplementing any further obligations as stipulated in the agreement with the donor. In the event of any conflict between this **Annex III** and the provisions in the agreement with the donor, the provisions in the agreement with the donor will prevail.

1. Commitment

By agreeing to perform their activities under this Agreement, the Contractor shall undertake to uphold the highest standards of professional behaviour and to ensure that TRAFFIC International's (hereinafter referred to as "TRAFFIC") integrity and reputation shall not be jeopardised by their actions. The Contractor warrants that it has the necessary knowledge, qualifications, experience and skill to perform the activities under this Agreement, and that the employees, agents or sub-Contractors that it utilises under this Agreement will have the necessary knowledge, qualifications, experience and skill to perform their respective activities.

2. Conflicts of Interest

1. The Contractor shall refrain from activities which would be incompatible with or undermine TRAFFIC's status as an organisation, or which would put them in a position of conflict of interest.
2. The Contractor shall ensure that staff, including management, are not placed in a situation which could give rise to conflict of interests.
3. The Contractor shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of this Agreement. Such conflict of interests may arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest.
4. Any conflict of interests which may arise during performance of this Agreement must be notified in writing TRAFFIC without delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it.
5. TRAFFIC reserves the right to verify that the measures taken are appropriate and may require additional measures to be taken if necessary.

3. Professional Conduct

1. No activities should be undertaken that breach any laws whilst implementing this Agreement.
2. TRAFFIC is committed to providing effective, legal, and safe support to wildlife law enforcement in order to deliver our conservation goals. At the same time, TRAFFIC recognizes the complexities inherent in wildlife law enforcement actions and the need for appropriate conduct on the part of wildlife law enforcement personnel and non-governmental organizations supporting their work. TRAFFIC therefore supports activities designed to respect and protect human dignity and to comply with international standards on human rights. As part of this commitment, TRAFFIC will not purchase, or provide funding for firearms or ammunition.

3. By agreeing to perform their activities under this Agreement, the recipient and any subrecipient agree to the above principles. The recipient and any subrecipient, further commit to ensure that any activities funded under the project are subject to a robust risk assessment and risk mitigation plan.

4. Safeguarding

TRAFFIC International takes very seriously its responsibility to protect people, including our staff, volunteers, partners, Contractors, contractors, trustees, and others affected by our work, from any harm that may result from coming into contact with our organisation.

We recognise the importance of ensuring that our work does not have adverse social or environmental impacts at any level and the need to incorporate these considerations into the design and implementation of our activities as well as in the conduct of our staff and implementing partners.

While undertaking project activities, TRAFFIC commits to:

- Respect national and internationally proclaimed human rights and make sure that we do not contribute to infringements of human rights while pursuing our mission.
- TRAFFIC is a global, multicultural and multilingual organisation committed to excellence, transparency and accountability in delivering its work, responding to the needs of its constituencies, and in conducting business with its stakeholders and suppliers.
- We will make special efforts to avoid harm to those who are vulnerable to infringements of their rights including but not limited to Local communities including indigenous peoples.
- Provide affected parties with a method of raising concerns where possible.

The recipient, its staff and sub-contractors are expected to comply with and always uphold TRAFFIC's safeguarding standards.

Prior to the signing of this Agreement TRAFFIC will have conducted a due diligence process with the recipient including reviewing safeguarding standards and this will be reviewed throughout the term of this Agreement.

(Repeated) noncompliance should be seen as serious misconduct, investigated and appropriate corrective measure put in place. The TRAFFIC Global Office should be notified immediately. The Global Office will review the breach in the context of previous compliance which may lead to immediate termination of the Agreement.

5. Assignment

1. The Contractor may not assign its rights, sub-contract, or delegate its obligations under this Agreement without TRAFFIC's prior written consent which it may withhold in its absolute discretion. The Contractor shall include in any sub-contract related to the

project described herein all clauses and provisions necessary to fulfil its obligations under this Agreement, including clauses equivalent to these Standard Provisions.

2. TRAFFIC will not be liable for any breaches of any laws by sub-contractors who accept responsibility for any claims arising from any alleged non-compliance with laws.

3. TRAFFIC is not liable for sub-contractors':
 - a. loss of profits;
 - b. loss of business;
 - c. loss of revenue;
 - d. loss of or damage to goodwill;
 - e. loss of savings (whether anticipated or otherwise); and/or
 - f. any indirect, special or consequential loss or damage.
6. Due diligence

The Contractor is expected to maintain oversight and monitoring of sub-contractors/external grantees' activities, including project audits and to manage project associated risks. Before disbursing any project funds to sub-contractors/sub-grantees, the Contractor should undertake appropriate due diligence of their sub-contractors/external grantees, and should make the results, risks and mitigating actions of such due diligence available to TRAFFIC. Due diligence assessments should determine, relative to project risk, the:

- a. Reliability and integrity of financial controls, systems and processes;
- b. Effectiveness and efficiency of their programmatic operations;
- c. Compliance with TRAFFIC's safeguarding standards;
- d. Procedures for protecting project assets; and
- e. Compliance with national legislation, regulation, rules, policies and procedures.

TRAFFIC reserves the right to conduct all due diligence activities on all external sub-contractors or grantees.

7. Use of Funds

4. All project costs should conform to the relevant TRAFFIC policies and any additional requirements from the Donor, as specified in the Special Conditions (where applicable).
5. The Contractor and any sub-contractors/service providers should operate on value-for-money principles i.e. make the optimal use, (economy, efficiency and effectiveness), of resources to achieve the aim to maximise conservation gains. All expenditure should be reasonable, approved and documented, as identified in the budget. The Contractor and any sub-contractors are expected to use funds responsibly and source services/goods that operate under sustainability principles.
6. Air travel should be minimised and only economy (air/land/sea) fares are allowed under this Agreement. Any air travel under this Agreement should include appropriate CO₂ emission offsetting costs in the travel budget.

7. Procurement of goods and services should follow the TRAFFIC policy and/or any donor specific requirements. The procurement threshold should follow TRAFFIC policy (contracts of probable value above 2000 GBP) and/or any donor specific requirement, whichever is lower.
8. If equipment is included in the approved budget of this Agreement, then title to equipment and other property will be in the name of TRAFFIC, unless otherwise negotiated, until disposition instructions are provided by at the end of the Agreement term, pending any donor requirements. The Contractor agrees to provide insurance for and proper maintenance of all equipment and other property funded under this Agreement. If the Contractor desires to use the equipment or other property for any purposes other than for project work funded under this Agreement, the branch must seek prior approval from the TRAFFIC

6. Financial Records

The Contractor agrees to keep separate and accurate financial records in accordance with local Generally Accepted Accounting Principles (GAAP) so that payments received, and expenditures made pursuant to this Agreement can be readily identified. The Contractor agrees to maintain such records for a period of at least seven (7) years after the expiration or earlier termination of this Agreement. These financial records must include all receipts for expenditures under this Agreement, including timesheets recording the days or hours worked by staff.

7. Audits

TRAFFIC, acting reasonably, may instruct or undertake an audit of the accounts of the Contractor or other sub-recipients/sub-contractors receiving funds under this Agreement at any point during the life of the Agreement and at any point following the expiration of the Agreement within the time limits stipulated in the Agreement.

8. Communication, Disclosure of Information and Data Protection

1. The Contractor shall exercise the utmost discretion internally and externally regarding all matters of business. Confidential information that is known to them shall not be disclosed to any third party without the prior authorisation of TRAFFIC which shall also provide instructions for the specific use to be made of such information. The Contractor, its staff, partners or sub-contractors shall at no time, including at the end of this Agreement, use such information for personal or third-party advantage.
2. The Contractor must at all times be compliant with the UK's *Data Protection Act 2018*, the European Union's *General Data Protection Regulation (GDPR)* and Malaysia's *Personal Data Protection Act 2010* in regard to the collection, storage and transmitting of personal data. Additional information management requirements may be included in the main Agreement.

3. Unless otherwise negotiated, TRAFFIC is the inherent copyright owner of the works produced in this Agreement.
4. Contractors are not allowed to make statements or express opinions on behalf of TRAFFIC to the press and media, including through electronic media and bulletin boards.
5. When preparing written material, the guidelines in TRAFFIC's *Communications and Branding Guidelines, including our Visual Identity Handbook and Communications Style Manual*, for guidance on language, typography, and logo use must be followed.

<https://trafficinternational.sharepoint.com/SitePages/Communications.aspx>

Donor specific requirements, if applicable, should also be followed, as stipulated in the Special Conditions.

6. Where the Agreement requires the processing of personal data by the Contractor, the Contractor must act only under the supervision of the data controller, in particular with regard to the purposes of processing, the categories of which data may be processed, the Contractors of the data and the transfer of data between countries in accordance with UK's *Data Protection Act 2018*, the European Union's *General Data Protection Regulation* (GDPR) and Malaysia's *Personal Data Protection Act 2010*. The Contractor shall ensure that appropriate technical and organisation measures are adopted to safeguard data from unauthorised access, alteration, disclosure, or destruction. The Contractor is obliged to notify TRAFFIC if any personal data has at any time been compromised, during and upon cessation of this Agreement.

TRAFFIC International respects its grantee/contractors' right to privacy. TRAFFIC International retains personal information contained in this Agreement to comply with applicable legal, tax or accounting requirements. TRAFFIC's full privacy notice is available on its website www.traffic.org or can be obtained from the contact details provided. The data controller of personal information is TRAFFIC International. If you have any questions or concerns about TRAFFIC's use of personal information, please contact TRAFFIC using the following details: privacy@traffic.org.

9. Counter-terrorism

Contractors are reminded that UK and Malaysian laws prohibit transactions with and provision of resources and support to individuals and organisations associated with terrorism. It is their responsibility to ensure compliance with relevant national laws and directives, including UK counter-terrorism legislation and Malaysia's *Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001*

10. Anti-Bribery and Anti-Fraud

The Contractor warrants to and undertakes with the TRAFFIC as follows:

7. The Contractor shall comply with TRAFFIC's *Anti-Fraud & Anti-Corruption/Anti-Bribery Policy* (including references to the *UK Bribery Act 2010*). It shall comply with all applicable local laws including but not limited to the *Malaysian Anti-Corruption Act*

2009, regulations and codes of conduct in relation to anti-bribery and anti-corruption including any code of conduct issued from time to time by the TRAFFIC Global Office.

8. The Contractor shall ensure that its employees and other persons associated with them comply with the same. They shall promptly notify the TRAFFIC if any of the circumstances referred to in this clause change.
9. The Contractor warrants and represents that neither it nor any of its officers, employees, agents, sub-contractors or any person acting on its behalf has offered, given or agreed to give any person any inducement or reward (or anything which might be considered an inducement or reward) in connection with entering into this Agreement or performing its services under it.

11. Waiver

The failure by either party to this Agreement to enforce any of the provisions of this Agreement shall in no way be considered a waiver of such provisions or in any way affect the validity of this Agreement.

12. Severability

If any provision of this Agreement shall for any reason be held to be invalid or unenforceable by any adjudicative body of competent jurisdiction, unless such provision goes to the root of this Agreement, this Agreement shall continue in full force and effect and shall be interpreted as if such provision had never been contained herein. In the event the provision goes to the root of this Agreement, the parties shall attempt in good faith to negotiate an amendment to this Agreement as necessary to fulfil the purpose of the Agreement.

13. Force Majeure

Neither party shall be responsible for any inability or failure to comply with the terms of this Agreement due to causes beyond its control and without the negligence or malfeasance of such party. These causes shall include, but not be restricted to: fire, storm, flood, earthquake, explosion, acts of the public enemy, war, rebellion, insurrection, mutiny, sabotage, epidemic, quarantine restrictions, labour disputes, embargoes, acts of government, including the failure of any government to grant export or import licenses or permits.

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TRAFFIC'S ANTI-BRIBERY POLICY

1. POLICY STATEMENT

It is the policy of TRAFFIC to conduct its business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate and implementing and enforcing effective systems to counter bribery.

We will uphold all laws relevant to countering bribery and corruption. In particular, we are bound by the laws of the UK, including the Bribery Act 2010, in respect of our conduct both at home and abroad.

The purpose of this policy is to:

- a. set out our responsibilities, and the responsibilities of those working for us, in observing and upholding our position on bribery and corruption; and
- b. provide information and guidance to those working for us on how to recognise and deal with bribery and corruption issues.

Bribery and corruption are punishable in the UK for individuals by up to ten years' imprisonment. If TRAFFIC is found to have taken part in corruption it could face an unlimited fine, be excluded from tendering for public contracts and face damage to its reputation. Other penalties will be applicable in other countries in which we operate. Not only does bribery and corruption pose a risk to us, it is also extremely damaging to the countries in which it takes place. We therefore take our legal responsibilities very seriously.

- 1.2 In this policy, third party means any individual or organisation you come into contact with during the course of your work for us, and includes actual and potential clients, customers, suppliers, distributors, business contacts, agents, advisers, and government and public bodies, including their advisors, representatives and officials, politicians and political parties.

2. WHO IS COVERED BY THE POLICY?

This policy applies to all individuals working at all levels and grades, including senior managers, officers, directors, employees (whether permanent, fixed-term or temporary), Contractors, contractors, trainees, seconded staff, homeworkers, casual workers and agency staff, volunteers, interns, agents, sponsors, or any other person associated with TRAFFIC, wherever located (collectively referred to as **workers** in this policy).

3. WHAT IS BRIBERY?

Bribery is:

- a. the offering, promising, giving, requesting or accepting
- b. of a payment, inducement, reward or anything of value
- c. for an act or omission which is illegal, unethical or a violation of our internal policies,

d. which is given with the intention of obtaining or retaining business, or an advantage in the course of business, or with the intention that the recipient act improperly in some way.

3.1 Corruption is the misuse of public office or power for private gain.

Examples:

Offering a bribe

You offer a potential donor / supporter tickets to a major sporting event, but only if they agree to support / partner with us.

This would be an offence as you are making the offer to gain a commercial and contractual advantage. TRAFFIC may also be found to have committed an offence because the offer has been made to obtain funding for us. It may also be an offence for the potential donor to accept your offer.

Receiving a bribe

A Contractor gives your nephew a job, but makes it clear that in return they expect you to use your influence in our organisation to ensure we continue to do business with them.

It is an offence for a Contractor to make such an offer. It would be an offence for you to accept the offer as you would be doing so to gain an improper advantage for your nephew.

Bribing a foreign official

You arrange for the organisation to pay an unofficial additional payment to a foreign official to speed up an administrative process, such as clearing goods through customs.

This type of payment is often described as a facilitation payment (see further below). It is illegal under UK law and prohibited under this policy. In making such an offer, both the person making it and TRAFFIC may be found to have committed an offence.

4. GIFTS AND HOSPITALITY

This policy does not prohibit normal and appropriate hospitality (given and received) to or from third parties. We appreciate that the practice of giving business gifts varies between countries and regions and what may be normal and acceptable in one region may not be in another. The test to be applied is whether in all the circumstances the gift or hospitality is reasonable and justifiable. The intention behind the gift should always be considered.

The giving or receipt of gifts is not prohibited, if all of the following requirements are met:

- a. The gift is being given as an expression of goodwill and is not intended to influence a third party to act improperly, to obtain or retain business or a

- business advantage, to reward the provision or retention of business or a business advantage, or in explicit or implicit exchange for favours or benefits;
- b. it complies with local law;
- c. it is given in the organisation's name, not in your name;
- d. it does not include cash or a cash equivalent (such as gift certificates or vouchers);
- e. it is appropriate in the circumstances. For example, in the UK it is customary for small gifts to be given at Christmas time;
- f. it is given openly, not secretly; and
- g. it does not constitute any of the behaviours outlined in section 5.

Any gifts offered by third parties to workers with a value of £50.00 or greater must be reported to the head of duty station for authorisation before they can be accepted. A lower threshold may be set for individual offices by the relevant Regional Director.

All gifts with a value of £50.00 or greater which are proposed to be given by workers on behalf of TRAFFIC to a third party must be authorised in advance by the head of duty station.

You must provide full and honest disclosure about all gifts given and received with a value of £50.00 or greater in your annual compliance declaration.

The annual compliance declaration is emailed to the Senior Director - Operations at TRAFFIC International at the end of the financial year so that a record can be kept, which will be subject to review.

5. WHAT IS NOT ACCEPTABLE?

5.1 It is not acceptable for you (or someone on your behalf) to:

- a. give, promise to give, or offer, a payment, gift, hospitality or other advantage with the expectation or hope that the recipient will do something improper or that a business advantage will be received, or to reward a business advantage already given;
- b. give, promise to give, or offer, a payment, gift, hospitality or other advantage to a government official, agent or representative to facilitate or expedite a routine procedure;
- c. accept a payment, gift, hospitality or other advantage from a third party that you know or suspect is offered with the expectation that it will obtain a business advantage for them or with the intention that you do something improper in return;
- d. accept a payment, gift, hospitality or other advantage from a third party if you know or suspect that it is offered or provided with an expectation that TRAFFIC will do anything improper or that a business advantage will be provided by us in return;

- e. threaten or retaliate against another worker who has refused to commit a bribery offence or who has raised concerns under this policy; or
- f. engage in any activity that might lead to a breach of this policy.

6. FACILITATION PAYMENTS AND KICKBACKS

1. Facilitation payments are typically small, unofficial payments made to secure or expedite a routine government action by a government official. There is no requirement that the recipient has performed or will perform their duties improperly as a consequence of the payment. Whilst facilitation payments are legal in some jurisdictions (in very limited circumstances), they are illegal in the UK, and paying one could lead to the individual and TRAFFIC International committing offences under the Bribery Act 2010.
2. We do not make facilitation payments of any kind, in any jurisdiction.
3. An exception to this prohibition will only be permitted where a person's physical safety or liberty are threatened. Where this is the case, you must report details of the payment to the Senior Director – Operations as soon as possible following payment.

If you are asked to make a payment on our behalf, you should always be mindful of what the payment is for and whether the amount requested is proportionate to the goods or services provided. You should always ask for a receipt which details the reason for the payment. There is of course a difference between a facilitation payment, and a legitimate "fast track" fee for a particular service. You should always be able to find details of such a service published on a price list, and a receipt should be provided for the additional fee. There is no issue with using such legitimate services where required.

If you have any suspicions, concerns or queries regarding a payment, you should raise these with either your immediate manager, the Senior Director – Operations, the Executive Director or through the hosting organisation's Whistleblowing Procedures.

Kickbacks are payments made in return for a business favour or advantage. Typically, they arise when suppliers or service providers pay the individuals who award them a contract. We do not make and will not accept kickbacks of any kind, in any jurisdiction.

All workers must avoid any activity that might lead to, or suggest, that a facilitation payment or kickback will be made or accepted by us.

7. DONATIONS

1. We do not make contributions to political parties.
2. We may make charitable donations that are legal and ethical under local laws and practices. No donation must be offered or made without the prior approval of the Senior Director – Operations. Any such donations must be reported to TRAFFIC International.

8. THIRD PARTIES

Our zero-tolerance approach to bribery and corruption applies to all third parties.

Workers must ensure that:

- a. they consider the reputation and integrity of any third party engaged on behalf of TRAFFIC International, and that adequate due diligence is undertaken before any agreement with the third party is made;
- b. the engagement process is correctly documented;
- c. all agreements are terminable on this policy being breached by the third party;
- d. all payments to third parties are appropriate and proportionate to the services provided;
- e. this policy is communicated to all third parties at the outset of the business relationship and as appropriate thereafter;
- f. the relationship is subject to on-going monitoring; and
- g. the business relationship is terminated, where third parties fail to abide by this policy.

9. YOUR RESPONSIBILITIES

You must ensure that you read, understand and comply with this policy. If your hosting organisation also has a policy, any contradictions with TRAFFIC's policy should be raised with the Senior Director – Operations. In most cases they will be complementary.

The prevention, detection and reporting of bribery and other forms of corruption are the responsibility of all those working for us or under our control. All workers are required to avoid any activity that might lead to, or suggest, a breach of this policy.

You must notify your immediate manager, the Senior Director – Operations, the Executive Director or use the procedures set out in the organisation's Whistleblower Procedures as soon as possible if you believe or suspect that a conflict with this policy has occurred, or may occur in the future. For example, if a client or potential client offers you something to gain a business advantage with us, or indicates to you that a gift or payment is required to secure their business. Further warning flags that may indicate bribery or corruption are set out in the Schedule at the end of this document.

Any employee who breaches this policy will face disciplinary action, which could result in dismissal for gross misconduct. We reserve our right to terminate our contractual relationship with other workers if they breach this policy.

10. RECORD-KEEPING

We must keep financial records and have appropriate internal controls in place which will evidence the business reason for making payments to third parties.

You must declare any gifts received in the annual compliance declaration emailed to the Senior Director – Operations at TRAFFIC International so that a record can be kept, which will be subject to review.

You must ensure all expenses claims relating to hospitality, gifts or expenses incurred to third parties are submitted in accordance with our expenses policy and specifically record the reason for the expenditure.

All accounts, invoices, memoranda, other documents and records relating to dealings with third parties, such as clients, suppliers and business contacts, should be prepared and maintained with strict accuracy and completeness. No accounts must be kept off-book to facilitate or conceal improper payments.

11. HOW TO RAISE A CONCERN

You are encouraged to raise concerns about any issue or suspicion of malpractice at the earliest possible stage. If you are unsure whether a particular act constitutes bribery or corruption, or if you have any other queries, these should be raised with your immediate manager, the Senior Director – Operations, or the Executive Director. Concerns should be reported by following the procedure set out in the Whistleblowing Procedures.

12. WHAT TO DO IF YOU ARE A VICTIM OF BRIBERY OR CORRUPTION

It is important that you tell your immediate manager, the Senior Director – Operations or the Executive Director as soon as possible if you are offered a bribe by a third party, are asked to make one, suspect that this may happen in the future, or believe that you are a victim of another form of unlawful activity. Alternatively you may use the procedures set out in the organisation's Whistleblowing Policy.

13. PROTECTION

Workers who refuse to accept or offer a bribe, or those who raise concerns or report another's wrongdoing, are sometimes worried about possible repercussions. We aim to encourage openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken.

We are committed to ensuring no one suffers any detrimental treatment as a result of refusing to take part in bribery or corruption, or because of reporting in good faith their suspicion that an actual or potential bribery or other corruption offence has taken place, or may take place in the future. Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern. If you believe that you have suffered any such treatment, you should inform your immediate manager, the HR Manager, the Senior Director – Operations, or the Executive Director immediately. If the matter is not remedied, and you are an employee, you should raise it formally using our Grievance Procedure.

14. TRAINING AND COMMUNICATION

Training on this policy forms part of the induction process for all new workers. After this training all workers will be asked to sign a statement to confirm that they have understood their obligations under the policy. All existing workers will receive relevant training on how to implement and adhere to this policy.

This policy will be made available on the organisation's intranet for all workers to review at any time.

15. WHO IS RESPONSIBLE FOR THE POLICY?

TRAFFIC International has overall responsibility for ensuring this policy complies with our legal and ethical obligations, and that all those under our control comply with it.

The organisation's Senior Director – Operations has primary and day-to-day responsibility for implementing this policy, and for monitoring its use and effectiveness and dealing with any queries on its interpretation.

Heads of offices are responsible for overseeing the implementation of this policy throughout their office. They should also ensure that their workers are made aware of and understand this policy, and that they are given adequate and relevant training on it.

Management at all levels are responsible for ensuring that those reporting to them are made aware of and understand this policy and that they are given adequate and relevant training on it.

16. MONITORING AND REVIEW

The organisation's Senior Director – Operations will monitor the effectiveness and review the implementation of this policy, regularly considering its suitability, adequacy and effectiveness. Any improvements identified will be made as soon as possible, with active and considered engagement from the board.

Internal control systems and procedures will be subject to regular audits to provide assurance that they are effective in countering bribery and corruption. All workers are responsible for the success of this policy and should ensure they use it to disclose any suspected danger or wrongdoing. This policy does not form part of any employee's contract of employment and it may be amended at any time.

[SCHEDULE CONTINUED ON NEXT PAGE]

S. Potential risk scenarios: warning flags

The following is a list of possible warning flags that may arise during the course of you working for us and which may raise concerns under various anti-bribery and anti-corruption laws. The list is not intended to be exhaustive and is for illustrative purposes only.

If you encounter any of these warning flags while working for us, you must report them promptly using the procedure set out in the organisation's Whistleblowing Policy:

1. you become aware that a third party engages in, or has been accused of engaging in, improper business practices;
2. you learn that a third party has a reputation for paying bribes, or requiring that bribes are paid to them, or has a reputation for having a special relationship with foreign government officials;
3. a third party insists on receiving a commission or fee payment before committing to sign up to a contract with us, or carrying out a government function or process for us;
4. a third party requests payment in cash and/or refuses to sign a formal commission or fee agreement, or to provide an invoice or receipt for a payment made;
5. a third party requests that payment is made to a country or geographic location different from where the third party resides or conducts business;
6. a third party requests an unexpected additional fee or commission to facilitate a service;
7. a third party demands lavish entertainment, hospitality or gifts before commencing or continuing contractual negotiations or provision of services;
8. a third party requests that a payment is made to overlook potential legal violations;
9. a third party requests that you provide employment or some other advantage to a friend or relative;
10. you notice that we have been invoiced for a commission or fee payment that appears large given the service stated to have been provided;
11. a third party requests or requires the use of an agent, intermediary, Contractor, distributor or supplier that is not typically used by or known to us; or
12. you are offered an unusually generous gift or offered lavish hospitality by a third party.

[Remainder of page intentionally left blank]

ANNEX V USG FUNDING PROVISIONS & CERTIFICATIONS

1. TRAFFIC reserves the right to terminate this Agreement or take other appropriate measures if the Contractor or a key individual of the Contractor is found to have been convicted of a narcotic offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.
2. The Contractor must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) or the United Nations Security designation list (online at: http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml).
3. Restricted Goods and Services: The Contractor shall ensure that funds shall not be used for any of the following:

3.1 The manufacture or sale of abortion equipment or the provision of abortion services, or the provision of involuntary sterilization or incentives for individuals to undergo sterilization;

3.2. The purchase, manufacture or sale of weapons, explosives, (including materials for explosives), military or surveillance equipment or services;

3.3. Police, law enforcement or military activities, provided that this provision does not prohibit investment in or loans to private security firms;

3.4. Gambling equipment, supplies for gambling supplies or any hotels, casinos or accommodations in which gambling facilities are to be located;

3.5. Activities that significantly degrade national parks or similar protected areas or introduce exotic plants or animals into such areas; or

3.6. Activities that relate to trafficking in persons, forced labor, the practice of prostitution or sex trafficking.

4. Debarment, Suspension, Ineligibility, and Voluntary Exclusion. The Contractor certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any U.S. Government department or agency.
5. USG Funding Agency Nonliability. The USG Funding Agency does not assume liability for any third party claims for damages arising out of this Agreement.
6. Travel. The Contractor agrees to use U.S. flag carriers to the extent possible for all air travel and transportation arrangements funded by the U.S. Government under this Agreement. The Contractor must abide by the requirements set forth in the Fly America Act of 1974 which is incorporated by reference.
7. Rights to Invention. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants,

Contracts, and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

8. Equal Employment Opportunity. If the Agreement is to be performed in the U.S. or to be performed with employees recruited in the U.S., the Contractor agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended, and as supplemented in Department of Labor Regulations (41 CFR Part 60).
9. Nondiscrimination. To the extent such laws apply to the Contractor, the Contractor agrees to abide by U.S. laws in regards to nondiscrimination of U.S. citizens or legal residents working under the Agreement.
10. Worker's Compensation. For Agreements which require performance outside the United States, the Contractor agrees to provide Worker's Compensation Insurance (42 U.S.C. 1651, et seq.). As a general rule, Department of Labor waivers will be obtained for persons employed outside the United States who are not United States citizens or residents provided adequate protection will be given such persons. It is the responsibility of the Contractor to obtain such waivers. The Contractor shall notify TRAFFIC of all requests for waivers.
11. Accounting Records. The Contractor shall preserve and make available its accounting records and documents for examination and audit by the cognizant U.S. Government agency and the Comptroller General of the United States, TRAFFIC, or their authorized representatives: (1) until the expiration of three years from the date of termination of the Subagreement; (2) for such longer period, if any, as is required to complete an audit to resolve all questions concerning expenditures unless written approval has been obtained from the U.S. Government ("USG") grant officer to dispose of the records (USG follows generally accepted accounting practices in determining that there has been proper accounting and use of subgrant funds); the Contractor agrees to make available any further information requested by the cognizant U.S. Government agency with respect to any questions arising as a result of the audit; and (3) if any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
12. Clean Air and Federal Water Pollution Control Acts. If the Agreement is performed in the U.S., the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 7401) and the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq.) as amended.
13. Certifications. By signing this agreement the Contractor certifies the following:
 - a. Debarment Certification.
 - b. Byrd Anti-lobbying Certification.

[Enclosures]

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Instructions for Certification

1. By signing this Agreement, the lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

(1) The lower tier participant certifies, by signing this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.

[60 FR 33042, 33045, June 26, 1995]

Certification Regarding Lobbying

By signing this Agreement, the lower tier participant is providing the certification, to the best of his or knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard FormLLL, "Disclosure of Lobbying Activities," 1/ in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

By signing this Agreement, the lower tier participant states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," 1/ in accordance with its instructions. Submission of this certification is a prerequisite for making or entering into such a transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Eligibility

The Contractor certifies that:

(1) The Contractor certifies that neither it nor its principals are presently excluded or disqualified from participation in this transaction by any Federal department or agency.

(2) The Contractor certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated; and
4. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
5. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this contract.

[Remainder of page intentionally left blank]

ANNEX VI DEPARTMENT OF STATE STANDARD TERMS AND CONDITIONS FOR FEDERAL ASSISTANCE AWARDS

[REFER SEPARATE PDF]

[Remainder of page intentionally left blank]

TENDER APPLICATION TEMPLATES

Template 1: Identification of the Contractor

Services to be provided:	Formative research on TCM practitioner and trader profile, motivation and behaviour
Project:	Public outreach to address demand for endangered and protected species in traditional Chinese medicine (TCM) in Malaysia
Cooperative Agreement:	SLMAQM21CA3347

COMPANY OR INDIVIDUAL:	
Name:	
Address:	
Website (if applicable):	
Company registration number:	
Malaysia NRIC Number (if applicable) :	
Proof of incorporation (please provide a scanned PDF image):	
Country of registration for tax purposes :	
Are taxes included in your tender budget? Y/N	
If Yes, what is the percentage?	

PERSON AUTHORISED TO SIGN CONTRACT:	
Name and Position:	
<i>Address where contract should be sent (if different from above):</i>	

PERSON FOR ROUTINE CONTACT:	
Name and Position: <i>(if different from above):</i>	
Address:	
Telephone and E-mail:	

STATEMENT

I, the undersigned, being an authorised signatory of the above contractor, hereby declare that we have examined and accept without reserve or restriction the entire contents of the tender dossier for the tender procedure referred to above. We have no conflicts of interest that have not been disclosed and are eligible to receive US Department of State funding. We offer to provide the services requested in the tender dossier on the basis of the following documents, which comprise our Technical offer and our Financial offer:

- Template 1: Identification of the Contractor
- Template 2: Contractor Background
- Key personnel CVs
- Template 3: Contractor Statement of Delivery
- Template 4: Financial Offer and Budget

This tender is subject to acceptance within the validity period stipulated in Clause 2.9.

Authorised Tenderer Representative:

Signature:

Date:

Template 2: Contractor Background

1. CONTRACTOR RESOURCES

Provide the following statistics on staff for the current calendar year and the two previous years.

Annual Staffing	Year before prior		Prior year		Current year		Period average	
	Overall	Relevant skills	Overall	Relevant skills	Overall	Relevant skills	Overall	Relevant skills ¹
Permanent staff								
Other staff								
Total								

Does your company rely on sub-contractors to respond to significant components of the proposed services under this tender? YES / NO (delete as applicable)

If YES, please list NAME, ADDRESS, WEBSITE, COUNTRY OF REGISTRATION for proposed sub-contractors

2. KEY PERSONNEL

Identify the key person(s) who will be delivering the Scope of Work, the role they will deliver, and past experience (100 words per person).

NAME	SUMMARY OF EXPERIENCE AND ROLE	F/T or P/T

Include additional rows as necessary.

Please submit CVs for key personnel identified above.

¹ Number of staff with experience relevant to the Scope of Work

3. EXPERIENCE

Please provide three examples of relevant experience within the past 3 years (max 3 pages):

CONTRACTING COMPANY/ORGANISATION					
COMPANY/ORGANISATION CONTACT					
Overall contract value (USD):	\$	No. of staff included:		Dates (start/end):	
Description of role and deliverables		Approaches that made the delivery a success		Challenges that were addressed	

CONTRACTING COMPANY/ORGANISATION					
COMPANY/ORGANISATION CONTACT					
Overall contract value (USD):	\$	No. of staff included:		Dates (start/end):	
Description of role and deliverables		Approaches that made the delivery a success		Challenges that were addressed	

CONTRACTING COMPANY/ORGANISATION					
COMPANY/ORGANISATION CONTACT					
Overall contract value (USD):	\$	No. of staff included:		Dates (start/end):	
Description of role and deliverables		Approaches that made the delivery a success		Challenges that were addressed	

Template 3: Contractor Statement of Delivery

Please provide a description of how you/your company would approach the Scope of Work detailing: the design of a primary research to build profiles of TCM practitioners and traders; behavior maps; priority knowledge gaps; relevant messages that can engage and resonate, trusted messengers/platforms; exploration and identification of desired alternative behavior and levers to change (e.g. business benefits, social norms, long-term sustainability) in respect of the Scope of Work (max 5,000 words; you may attach a separate document instead).

Template 4: Financial Offer and Budget

Please provide a detailed breakdown of the budget using the supporting template.



Template 4 -
Financial Offer and

Template 5: Pre-award Survey for US Government funding



Pre-Award
Survey_US Governme

- TRAFFIC uses this survey to verify recipient capacity to receive donor funding and be in compliance with donor regulations and UK Law requirement.
- For non-U.S. organizations: TRAFFIC recognizes that the accounting practices, legal framework, and practices regarding disclosure of information vary from country to country. However, the information requested in the survey is necessary for TRAFFIC to determine the recipient's preparedness for administering donor agency funding and to assess what, if any, guidance may be required. TRAFFIC asks that recipients complete the survey and provide information which is as nearly equivalent in the local context to that which is specifically requested.
- All information requested in the survey should be answered as completely as possible, using supplemental sheets if necessary.

Recipient Organization: _____

Chief Executive Officer (CEO) or CFO: _____

Address: _____

Telephone/Fax: () _____ / () _____

I. GENERAL

1. Type of Organization: () Non-profit () Educational () Government Agency () For-profit () Other

Does the organization have tax exempt status?

() Yes () No

If NO: Tax registration number: _____

2. Is the organization incorporated/registered/licensed as a legal entity? () Yes () No

a. If YES: Place of Incorporation/Registration (State/Country): _____

Incorporation/Registration Date: _____

Incorporation/Registration ID: _____

b. If NO: List parent company/organization name & address OR explain status:

3. Please list the names of the following individuals:

President/Director: _____

Chief Financial Officer _____

Financial Controller _____

II. –FINANCIAL MANAGEMENT AND INTERNAL CONTROLS

1. What is the ending date of your fiscal year? / (MM / DD)

2. Is your accounting system computerized?

Yes No If Yes, what accounting software? _____

Briefly describe how transactions are entered into your system, i.e. preparation of request forms, purchase orders, vouchers, etc., the approval process:

3. Does the organization have a chart of accounts and corresponding General Ledger that are used to prepare financial statements?

Yes No

If Yes, how often are these statements prepared? _____

4. How often are financial transactions entered into the system? _____

5. Does the organization have written policies, procedures and practices in place regarding segregation of duties to ensure that funds above a certain threshold can only be disbursed with dual signatures?

Yes No

Explain:

6. Does your accounting system have the capability to track project expenses against budget line item categories?

Yes No

7. Does the organization have written policies, procedures and practices in place to segregate allowable and unallowable expenses and to otherwise satisfy donor requirements?

Yes No

8. Does the organization issue grants?

Yes No

If yes:

Does the accounting system identify the receipt and expenditure of program/project funds separately for each contract/grant? Yes No

Does the organization have written policies and procedures in place to monitor grantee performance? Yes No

9. Does the organization require invoices and vouchers for all payments made from grant funds?

Yes No

10. Please provide the organization's banking information:

Name of Bank: _____

Address of Bank: _____

Account Name: _____

11. If required, would your organization be able to set-up a separate bank account to handle funds received and disbursements made with funds related to the subagreement?

Yes No

12. Does the organization operates bank accounts in multiple currencies? If so, which currencies?

13. Does the organization have written accounting policies and procedures?

Yes No

Do these written policies and procedures exist to ensure regular reconciliation of bank accounts to the accounting records?

Yes No

How often are bank accounts reconciled? _____

14. Does the organization have and maintain an established, reliable and documented system to track labor activity (i.e. signed timesheets)?

Yes No

If Yes, is this system used consistently by all employees and for all sources of funding?

Yes No

If No, please explain:

15. Does the organization have a written policy on compensation?

Yes No

16. Does the organization prepare annual financial statements (Balance Sheet/Income and Expense Statement or equivalent)?

Yes No

17. Is a yearly independent financial audit performed for the organization?

Yes No

If YES: For the most recently completed audit please identify:

Period of coverage: __/__/__ - __/__/__

Date of auditor's opinion: __/__/__

Have you received a qualified audit in the last five years?

Yes No

Please provide the name, address, phone number and contact person of the organization's external accounting firm:

18. Does the organization have written policies, procedures and practices in place to ensure proper filing and management of financial records and their ease of access?

Yes No

19. Does the organization have written procurement policies and procedures?

Yes No

III. U.S. GOVERNMENT (USG) FUNDING

1. Has the organization received USG funding in the past? [If no USG funds have been received by the organization, please proceed to Part V.]

Yes No

2. Is the organization generally familiar with the existing regulations and guidelines containing the cost principles and procedures for the determination and allowance of costs in connection with USG-funded projects (2 CFR 200 subpart E, US & Non-US non-profit, 48 CFR 30 for for-profit)?

Yes No

3. Is the organization receiving any USG funding, directly from a U.S. Government agency or through another organization, during the current fiscal year?

Yes No

If YES, please list the sources and amounts:

SOURCE	ANNUAL AMOUNT

[If the organization is a for-profit, please proceed to Part V.]

4. Has the organization ever been audited in accordance with 2 CFR 200 subpart F guidelines for USG funds? (NOTE: A U.S. non-profit organization or institution of higher learning spending a total of US\$ 750,000 or more in one year funded by USG sources is subject to an audit under the Single Audit Act.)

Yes No N/A In Progress

If so, covering what period? _____

What was the auditors opinion? () Unqualified approval () Qualified Approval
() No opinion rendered

5. Is the organization formally excluded (debarred or suspended) from receiving US Government funding?

() Yes () No

6. Is the organization undergoing any legal action

() Yes () No

If YES: Please provide details

7. DUNS number of the organization:

V. DOCUMENTATION

Please provide a copy of the following documents:

	Attached	Not Available
Certificate of registration, incorporation or an equivalent document granting legal status to do business (see I.2 above)		
By-laws		
Organizational Chart		
Most recent annual report, or some other document(s), which includes: (a) mission statement, (b) list of current Board of Directors, (c) and key staff		

Procurement Policies and Procedures		
Grantee Performance Monitoring Policies and Procedures		
Conflict of Interest Policy		
Code of Ethics Policy		
Most recent externally audited or prepared Financial Statements		

* Please attach any additional information you believe will be helpful for providing the information requested above or for addressing any special accounting or legal issues.

This questionnaire must be signed and dated by an authorized person who has either completed or reviewed the form.

Printed name and Title _____

Signature: _____

Date: _____

=====

For TRAFFIC use only:

Agreement Number: _____

Admin Officer: _____

Comments: