Request for Proposal

For External Audit for the WEECAP Program
RFP-WI-WEECAP-2026-11

Issued: August 12, 2026

Women Economic Empowerment through Cashew Processing (WEECAP)

Immeuble Carbone - Carrefour de la Vie, Cocody, Abidjan, Cote d'Ivoire

Country: Cote d’Ivoire

WINROCK INTERNATIONAL

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Thank you for your consideration, Winrock International - WEECAP.

Introduction

Winrock International invites qualified and accredited audit firms to submit proposals to conduct an independent external audit of the Women Economic Empowerment through Cashew Processing (WEECAP) Program, funded by the Mastercard Foundation.

The audit will cover the period January 1, 2025, through January 31, 2026 and will assess financial records, internal controls, compliance with Winrock International and Mastercard Foundation requirements, and the effectiveness of financial management systems. The audit shall be conducted in accordance with applicable professional auditing standards, including ISRE 2400.

Winrock seeks proposals from reputable firms with demonstrated experience in auditing donor-funded development programs. Interested firms should submit separate technical and financial proposals in accordance with the requirements outlined in this solicitation. The selected firm will be chosen through a competitive evaluation process based on technical capability, relevant experience, staffing qualifications, methodology, and cost.

Business Overview & Background

Winrock International (Winrock) is a non-profit organization that works with people in the United States and around the world to empower the disadvantaged, increase economic opportunity, and sustain natural resources. By linking local individuals and communities with new ideas and technology, Winrock is increasing long-term productivity, equity, and responsible resource management to benefit the poor and disadvantaged of the world.

Women Economic Empowerment through Cashew Processing (WEECAP) program aims to support young women and young men involved in the cashew value chain, enabling them to take advantage of employment opportunities created through the strengthening of the cashew supply and processing chain, particularly those driven by youth and women.

Submission Details

Submission Deadlines

Proposals must be received no later than 6:00 PM GMT on Monday, August 31, 2026. Late submissions will not be accepted. All proposals are to be submitted following the guidelines listed below. Telephone requests will not be honored.

Winrock International may request additional documentation after the bid deadline.

Submission Questions and Clarifications

Inquiries/questions must be received no later than Wednesday, August 26, 2026, and must be submitted via e-mail to weecap.procurement@winrock.org. Winrock will review and respond to all potential offerors by Thursday, August 27, 2026.

Electronic Submissions

Electronic submissions in response to this Request for Proposal will be accepted as long as they meet the following criteria:

Sent via email to: weecap.procurement@winrock.org

Instructions to Bidders

- Validity of bid: 90 days starting from the submission date.
- Cost quoted must include unit price and total price in USD and XOF
- Include Tax and VAT
- Proposal must be submitted as a signed PDF/scanned copy

Bid Documents to Include

- Legal Business Name

- Authorized contact including address, phone number and email
- Proof of business registration and nationality
- Company/Firm Profile
- Copy of updated Trade License
- Approval from the Government of Cote d'Ivoire as a listed audit firm
- Copy of up-to-date VAT and Tax Certificate
- List of clients served with their address, telephone/mobile number & e-mail address.
- Details of key people proposed for this assignment.
- Bank account information
- Others supporting documents (if any)

Document Standards

- Proposal must be submitted as a signed PDF/scanned copy
- Interested firms are requested to submit a technical and financial proposal separately with all components listed above.
- Both financial and technical offers should be submitted in sealed envelopes and/or through email (must be signed PDF/scanned copy)
- The financial offer shall include Tax & VAT as per Government of Cote d'Ivoire rules.

Award

Winrock anticipates to notify successful bidder and provide agreement for signature the week of September 14, 2026.

- Winrock will run an open and fair competitive bidding process.
- As warranted, Winrock may increase or decrease the quantities.

Detailed Specifications

A. PURPOSE

The WEECAP Project is looking for an independent audit firm to carry out an External Audit for the WEECAP Project on behalf of Winrock International (WI) and Mastercard Foundation for the period of Jan 01, 2025 – January 31, 2026. The audit firm will carry out the audit at the specified location in the location area above.

B. AUDIT TIME FRAME

The audit will be started from Sept 15, 2026, and must be completed by November 15, 2026. Audit to be conducted virtually/ at Auditor's offices, with occasional access to Winrock's WEECAP offices in various locations in Senegal and Cote D'Ivoire.

C. SCOPE OF WORK

The Auditor must be familiar with Mastercard Foundation and International Standards on Review Engagements (ISRE 2400). The Audit should focus on the following activities of the Project:

- Assess respective bills/vouchers/invoices and all other relevant documents of the project on a sample basis to ensure compliance with Winrock's contract with the Mastercard Foundation for WEECAP and Winrock's Policy and Procedures.

- Assess reliability, integrity, and capacity of financial operation and financial information including the ability to identify, measure, classify and report information and conduct day-to-day fiscal management.

- Assess the adequacy of internal control to ensure Mastercard Foundation and Winrock compliances with policies and procedures, laws and regulation and plans. Approx. actual expenditure from January 01, 2025 – January 31, 2025, of USD $3,377,481.

- Auditor's comments on the following to establish fair and transparent picture of the partner organization:

    - Accounting system, budget/budgetary control, and approval process.
    - Cash management including receipt, disbursement & petty cash management.
    - Bank account management and reconciliation of those.
    - Checking the utilization of advance.
    - Procurement process.
    - Financial reporting.

D. ENTRANCE/EXIT MEETING

An entrance meeting will be held at the Winrock WEECAP Office. At an exit meeting, the auditor will share the findings of the assessment and verify with the Winrock management.

E. REPORTING AND TIME-BOUND OUTPUTS

- Expected start of Audit work – September 15, 2026 (or sooner)
- Audit firm will share the draft audit report in soft format by October 15, 2026
- WI-WEECAP will provide their comments on the draft report by October 30, 2026
- The audit firm will complete the Audit Report with a Management Letter and Final Financial Statement - by November 15, 2026.
- 05 (five) hard copies including the final reports signed by the appropriate authorities should be submitted.

F. COORDINATION AND AUDIT FACILITATION

The WEECAP Finance Director will be the key contact point for the issues/matters related to the audit.

G. CONFIDENTIALITY

Any documents, information or data entrusted to or produced by the external auditor for this assignment will be kept strictly confidential and cannot be used by the external auditor for any other purpose without the written consent of the Auditee. This provision shall remain active and valid even after the completion of this assignment. The external auditor shall be liable for information confidentiality and ensure a careful and professional performance of the tasks on behalf of the Auditee.

H. COMPETENCY AND EXPERTISE REQUIREMENTS

The audit should be performed by a credible audit firm in Cote D'Ivoire or Senegal and must be accredited to contract an audit for a single project per ISRE 2400. Preference will be given to relevant development sector audit experience and Mastercard Foundation project audit experience.

The Audit Team should be comprised of qualified Chartered Accountants, and an Audit Manager. The audit should be conducted with the full participation of the audit organization qualified finance staff. Other staff requirements should be detailed as part of a cost estimate submitted by the Auditor of the WEECAP Project.

Terms and Conditions

Each Bid must conform to the following requirements

1. Must agree to the general provisions outlined in Attachment A. Any variations must be requested in the bid submission and agreed to before a purchase

order is issued.

2. Winrock International will not consider advance payment.

3. All vendors are required to be registered with the Government of Cote d'Ivoire. Proof of Business Registration must be provided.

4. A Bidder may withdraw or change a bid before the deadline to receive bids if written notice of the withdrawal or change is received by Winrock for submission of bids. Any changes may be made only by substitution of another bid.

5. Bids received after the time specified in the request for bid will not be considered and shall be returned to the respondent.

6. Winrock Project may cancel the solicitation and not award.

7. Winrock Project may reject any or all responses received.

8. Issuance of solicitation does not constitute award commitment by WEECAP Project

9. Winrock Project reserves the right to disqualify any offer based on initial evaluation of offers without furthers discussion.

10. Winrock Project may choose to award only part of the activates in the solicitation, or issue multiple awards based on the solicitation activities.

11. Winrock Project reserves the right to waive minor proposal deficiencies that can be corrected prior to award determination to promote competition.

12. Winrock Project will be contacting offerors to confirm contact person, address and that bid was submitted for this solicitation.

13. Winrock Project will not reimburse the applicant/s for preparation and/or submission of their responses/application to the solicitation.

14. Final Payment by Winrock will not be made until submission of proper invoice, inspection and acceptance of supplies has been completed by Winrock program team, and receipt of funds from Winrock's funder.

15. Winrock reserves its rights to reject any goods and to cancel all or any part of this procurement if bidder fails to deliver all or any part of the services described in the request for proposal. Acceptance of any part of the goods covered by the request to bid shall not obligate Winrock to accept future shipments nor deprive it of its rights to revoke any acceptance given. If bidder ceases to conduct its operations in the ordinary course of business or are unable to meet its obligations, Winrock may cancel this order without liability except for deliveries previously made or for goods covered/services previously provided or for services received. The bidder must be able to demonstrate substantial experience in working on similar projects and, in particular, to

demonstrate past experience in working with organizations similar to Winrock.

16. The bidder must have excellent communication skills and methods and be able to communicate very clearly at every step of development, both providing information to the Winrock team as well as requesting, understanding and closely following guidance from the Winrock team.

17. Bidders must be willing to supply samples of items requested

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

Evaluation Criteria

SI No.	Criteria	Weight (%)
1.	Audit methodology	30
2.	Overall experience	10
3.	Experience of similar audit work	15
4.	Qualification of assigned audit staff	15
5.	Financial proposal	30
	Total	100%

Certification of Independent Price Determination

(a) The offeror certifies that—

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror, including but not limited to subsidiaries or other entities in which offeror has any ownership or other interests, or any competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror, including but not limited to subsidiaries or other entities in which offeror has any ownership or other interests, or any competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated or competitive solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern or individual to submit or not to submit an offer for the purpose of restricting competition or influencing the competitive environment.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the offerors organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the principals of the offeror in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; (ii) As an authorized agent, does certify that the principals of the offeror have not participated, and will not participate, in any action contrary to subparagraphs

(a)(1) through (a)(3) above; and (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through

(a)(3) above.

(c) Offeror understands and agrees that –

(1) violation of this certification will result in immediate disqualification from this solicitation without recourse and may result in disqualification from future solicitations; and

(2) Discovery of any violation after award to the offeror will result in the termination of the award for default.

Attachment A: General Provisions

1) Independent Organization. Vendor shall be an independent organization and shall not claim to be an agent, officer, or employee of Winrock International and shall not have authority to make any commitments on behalf of Winrock International, except to the extent that such authority shall be expressly conferred by Winrock International in writing.

2) Winrock complies with all the laws wherever we work as well as our funders' requirements. We also have requirements for how we conduct ourselves in the workplace, set forth our Code of Conduct.

3) Insurance. Vendor shall maintain comprehensive general liability and automobile liability insurance coverage to cover itself for all activities undertaken under this Purchase Order. Vendor is solely responsible for all applicable taxes, benefits, worker's compensation insurance or equivalent, health, all risk property insurance and a comprehensive general liability insurance with financially sound and reputable insurance companies, and other insurance as required under the applicable laws. Vendor must hold a valid work permit and ensure that it operates in compliance with applicable laws.

4) Publicity. No advertising or publicity having or containing any reference to Winrock International, or in which the name of Winrock International is mentioned, shall be used by Vendor without the written approval of Winrock International. Vendor shall not use Winrock International's logo or title block on any correspondence or written matter without the written approval of Winrock International.

5) Communication with the Funding Agency. All contact, communication and dealings with the Funding Agency and its agent and representatives by Vendor and any of its personnel, Vendors, or Vendors, on matters subject to this Purchase Order shall be through or approved by Winrock International.

6) Terms of Payment. Subject to any superseding terms on the face hereof, Vendor shall invoice Winrock International at address and contact listed on Purchase Order and be paid upon completion/acceptance of the required supplies/services. Vendor shall be paid no later than thirty (30) days unless otherwise negotiated in terms and conditions of the Purchase Order after Winrock's receipt of an acceptable invoice or Winrock's receipt of the completed products/services, together with any required documents. Drafts will not be honored.

7) Compliance with Law. Vendor's performance of work hereunder and all products to be delivered hereunder shall be in accordance with any and all applicable executive orders, Federal, State, municipal, and local laws and ordinances, and rules, orders, requirements and regulations. Such Federal laws shall include, but not be limited to, the Fair Labor Standards Act of 1938 as amended. Unless otherwise agreed, governing law shall be that of the State of Arkansas.

8) Assignment Prohibited. Vendor may not assign or subcontract any part of the activities described in the Purchase Order without the prior written consent of Winrock International. Where such prior written consent is given, it shall not relieve the Vendor of any of its responsibilities under this Purchase Order.

9) Indemnification. Vendor hereby agrees to indemnify, hold harmless, and defend each and every Winrock Indemnified Party from and against any and all Claims arising out of, relating to, or in connection with (i) any injuries (including death) to persons and for damage or loss to property caused by, arising out of, or relating to Vendor performing the Contract Work or otherwise providing of any goods and/or services covered by this Agreement in whatever manner and by whomever the same may be caused; (ii) any wrongful act, omission, misconduct, or violation of Laws by Vendor or by any agent, servant, or employee of Vendor or any Vendor and any party retained by any Vendor; (iii) any negligent, wanton, willful, or intentional act or omission of or by Vendor, any Vendor, anyone directly or indirectly employed or retained by any of them, or anyone for whose acts any one of them may be liable under any Law; (iv) any breach of Warranty; and (v) any breach or violation by Vendor of, or default by Vendor with respect to, any other terms and conditions of this Agreement or Vendor's duties, obligations, and responsibilities under this Agreement. The indemnity provided in this Section is intended for the benefit of Winrock and each Winrock Indemnified Party. Vendor's indemnification obligations will in no way be limited by the limitation on amount or type of damages or by any compensation or benefits payable by or for Vendor or any Vendors, under any worker's compensation act, employer liability act, disability act, or other employee benefit act. The indemnification provided in this Section will survive the expiration or termination of this Agreement.

10) Title and Risk of Loss. Title to and risk of loss of, each product and/or service to be delivered/provided hereunder shall, unless otherwise provided herein, pass from Vendor to Winrock upon acceptance of such product/service by Winrock.

11) Stop Work Order. Winrock International may at any time, by written order to the Vendor require the Vendor to stop all, or any part, of the work called for under this Purchase Order for a period of 90 days after the order is delivered to the Vendor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Vendor, or within any extension of that period to which the parties shall have agreed, Winrock International will follow the guidelines as described below:

    (1) Cancel the stop-work order; or (2) Terminate the work covered by the order as provided in the Termination clause of this contract. (a) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the vendor shall resume work. Winrock International shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if— (3) The stop-work order results in an increase in the time required for, or in the Vendor's cost properly allocable to, the performance of any part of this Purchase Order; and (4) The Vendor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if Winrock International decides the facts justify the action, WI may receive and act upon the claim submitted at any time before final payment under this Purchase Order.

12) Debarment and Suspension. In accepting this Agreement, the Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any US Federal department or agency. Any change in the debarred or suspended status of the Vendor during the life to this Agreement must be reported immediately to Winrock. The Vendor agrees to incorporate the Debarment and Suspension certification into any lower-tier award that they may enter into as part of this Agreement.

13) Termination. Winrock International shall have the option to terminate this Purchase Order in the event of termination of the Prime Agreement by the Funding Agency for whatever reasons. In the event of such termination, Vendor shall be entitled to receive all supporting funds as described herein for those expenditures justifiably incurred to the time of termination of this Purchase Order, including commitments which cannot be reversed or mitigated, to the extent that said funds are available to Winrock International under its Prime Agreement.

    Either party shall have the option to terminate this Purchase Order if either party fails to perform its obligations under this Purchase Order and fails to cure any such default in performance within thirty (30) days unless otherwise noted in Purchase Order Terms & Conditions after written notification by the other party thereof. In the event termination is due to fault of Vendor, Winrock International may hold it liable of reimbursement for expenses incurred due to said fault and of any penalties, damages or interest which are incurred by Winrock International as a result of said fault; provided that Winrock International delivers adequate documentation to Vendor evidencing the expenses, penalties, damages, or interest which have been incurred. Any such expenses may be deducted from any sums due to Vendor, and Vendor shall promptly pay any deficiencies upon demand of Winrock International.

    In the event of termination of this Purchase Order, Vendor shall, upon receipt of notification of termination, immediately take all steps required to minimize additional costs incurred during the termination of performance hereunder.

14) Applicable Law. This Purchase Order shall be enforced in accordance with the body of law applicable to

procurement of goods and services by the Federal Government. To the extent that Federal law does not exist, the laws of Arkansas shall apply. By accepting this agreement Vendor agrees to waive any rights to invoke the jurisdiction of the local national courts where this contract is performed.

15) Drug Trafficking. Winrock reserve the right to terminate this Purchase Order to demand a refund or take other appropriate measures if the Vendor is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

16) Disputes. Any disputes arising out of this Agreement or from a breach thereof shall be submitted to arbitration in Little Rock, Arkansas, and the judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The arbitration shall be held under the standard form of the applicable Rules of the American Arbitration Association. The law of Arkansas shall apply, and the statutes of limitation thereunder apply to any arbitration as if it were an action in a court of competent jurisdiction.

17) Liens. Vendor agrees to deliver/provide the products/services which are the subject-matter of this order to Winrock free and clear of all liens, claims, and encumbrances.

18) Access to Accounting Records. Vendor agrees that Winrock International, the Funding Agency, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Vendor which are directly pertinent to the services provided hereunder, for the purpose of making audits, examinations, excerpts and transcriptions upon prior written request and during normal business hours.

19) Confidential Information. The Vendor may become privy to confidential information either provided by to the Vendor by Winrock International or discovered by the Vendor without the knowledge of Winrock International. The Vendor agrees to treat such information as confidential and to use such information only for the purposes of carrying out the scope of work under this agreement. The Vendor further agrees that such information will not be disclosed to any third party without the prior written consent of Winrock International and return to Winrock International all original and copies of such information upon completion of this agreement or whenever requested by Winrock International, whichever occurs first. No news release, public announcement, denial or confirmation of any part of the subject matter of this agreement shall be made without the prior written consent of Winrock International. The restrictions of this article shall continue in effect upon completion, or the parties may mutually agree upon termination of this Agreement for such period as in writing. In the absence of a written established period, no disclosure is authorized.

20) Intellectual Property. Unless otherwise provided for in the Primary Contract, if Vendor first conceives of, actually puts into practice, discovers, invents, or produces any intellectual property subject to patent or copyright exclusively in connection with Vendor's performance pursuant to the Purchase Order (the "Intellectual Property"), it shall report that finding to Winrock International. Vendor shall also assist Winrock International in obtaining governmental protection for rights in the intellectual property. Winrock International shall retain ownership of all patents and copyrights for intellectual properties created as the result of this Vendor Agreement, either in part or in whole. In the case of copyrighted materials created as a result of this Vendor Agreement, Winrock International shall grant to Vendor a nonexclusive, royalty-free right to use, publish, reproduce or distribute those materials for educational purposes.

21) Work Product Presumptive Property. All writings, books, articles, computer programs, databases, source and object codes, and other material of any nature whatsoever, including trademarks, trade names, and logos, that is

subject to copyright protection and reduced to tangible form in whole or in part by Vendor in the course of Vendor's service to Winrock shall be considered a work made for hire, or otherwise Winrock property. During this agreement and thereafter, Vendor agrees to take all actions and execute any documents that Winrock may consider necessary to obtain or maintain copyrights, whether during the application for copyright or during the conduct of an interference, infringement, litigation, or other matter (Winrock shall pay all related expenses). Vendor shall identify all materials in which Vendor intends to exempt from this provision prior to the use or development of such materials.

22) Affirmative Action. Unless this Purchase Order is exempted by rules, regulations or orders of the Secretary of Labor, Vendor agrees to comply with the provisions of paragraph 91) through (7) of Part 202 of Executive Order 11246, as amended; the affirmative action for handicapped workers clause set forth in 41 CFR 60-741.5; and the affirmative action for disabled veterans and veterans of the Vietnam era clause set forth in 41 CFR 60-250.4, which are by reference incorporated herein.

23) Force Majeure. Vendor's failure to perform the terms and conditions of this Purchase Order, in whole or in part, shall not be deemed to be a breach or a default hereunder or give rights to any liability to Winrock International if such failure is attributable to any act of God, riot, public enemy, fire, explosion, flood, drought, war, sabotage, an action by governmental authorities or any other condition beyond the reasonable control.

24) Rights in Data. The Vendor understands and agrees that Winrock may itself and permit others, including government agencies of the United States and other foreign governments, to reproduce any provided publications and materials through but not limited to the publication, broadcast, translation, creation of other versions, quotations there from, and otherwise utilize this work and material based on this work. During the agreement and thereafter, Vendor agrees to take all actions and execute any documents that Winrock may consider necessary to obtain or maintain copyrights, whether during the application for copyright or during the conduct of an interference, infringement, litigation, or other matter (all related expenses to be borne by Winrock). The Vendor shall identify all materials it intends to exempt from this provision prior to the use or development of such materials. The Vendor shall defend, indemnify, and hold harmless Winrock against all claims, suits, costs, damages, and expenses that Winrock may sustain by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in the work, or any infringement or violation by the work of any copyright or property right; and until such claim or suit has been settled or withdrawn, Winrock may withhold any sums due the Vendor under this agreement.

25) United States Executive Order 13224 – Anti Terrorism. The Vendor is reminded that U.S. Executive Orders and U.S. Law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Vendor to ensure compliance with these Executive Orders and laws. This provision must be included in all lower-tier awards. A list of individuals and organizational names that are the subject of this Executive Order can be found at the web site of the Office of Foreign Assets Control (OFAC) within the U.S. Department of Treasury. The address of this web site is http://treasury.gov/ofac.

26) Computer Software Licenses. Vendor agrees to specifically identify to Winrock International any and all computer software licenses ("including shrink-wrap") as may convey to the Winrock International. The Vendor agrees that any and all computer software developed in the performance of this order using Winrock International monies shall, unless otherwise agreed, become and remain the property of Winrock International.

27) Anti-trafficking in Persons Directive. Vendor acknowledges that WI International is opposed to human trafficking,

prostitution, and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this Agreement may be used to engage in trafficking in persons or to promote, support, or advocate the legalization or practice of prostitution. Nothing in the preceding sentence shall be construed to preclude assistance designed to ameliorate the suffering of, or health risks to, victims while they are being trafficked or after they are out of the situation that resulted from such victims being trafficked.

28) Conflict of Interest: Vendor must establish safeguards to prevent employees, Vendors, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others such as those with whom they have family, business, or other ties. Each Subcontracting institution receiving funds must have written policy guidelines on conflict of interest and avoidance thereof. These guidelines should reflect country and local laws and must cover conflict of interest situations regarding financial interests, gifts, gratuities and favors, nepotism, and other areas such as political participation and bribery. Winrock International must be informed of any conflict of interest or appearance of conflict of interest by the recipient. If organizational or management systems cannot be structured to neutralize such conflict, Winrock International may choose to terminate the relationship with the Vendor.

29) No Improper Payments: Vendor agrees and represents that, in connection with its performance hereunder, it has not and will not make any payments or gifts or any offers or promises of payment or gifts of any kind, directly or indirectly, to any official of any government, government agent, government instrumentality or to any political candidate. This agreement will become null and void if the recipient organization makes any such offer, promise, payment or gift in connection with performance of this agreement.

30) Compliance with the US Foreign Corrupt Practices Act: Vendor shall comply with all laws and regulations in the jurisdictions where it is performing under this Agreement. Vendor is familiar with applicable anti-corruption, anti-bribery, anti-kickback, laws and regulations and will not undertake any actions that may violate these laws and regulations. Vendor is familiar with the U.S. Foreign Corrupt Practices Act (the “FCPA”), its prohibitions and purposes, and will not undertake any actions that may violate the FCPA.

31) Insurance & Work on Winrock’s or Winrock’s Client Premises. When Vendor performs work on Winrock’s premises during the performance of this order, the Vendor agrees to maintain General Liability Insurance in the amount of at least $500,000 per claim/occurrence unless otherwise noted in the Purchase Order Terms & Conditions and such other insurance as may be required in writing by the Winrock Client. Vendor, however, shall maintain adequate insurance coverage against claims arising from injuries sustained by Vendor on Winrock’s facilities and agrees to be liable for all damages & claims arising against Winrock for which the Vendor is responsible.

32) Severability. If any provision or any portion of a provision of this Agreement shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable legal requirements or court order, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or portion of the provision hereunder, which shall remain in full force and effect as if the unenforceable provision or portion were deleted.

33) Laws and regulations within the General Provisions apply to all Purchase Orders. Special provisions that apply to a specific Purchase Order activity can be found in the Terms and Conditions section of this agreement. It is the responsibility of the vendor to read and accept the terms and conditions included in the Purchase Order.

34) Liquidated Damages. If the Vendor fails to deliver the supplies or perform the services within the time specified in

this agreement, Winrock may require that Vendor pay, in place of actual damages, liquidated damages in the amount of one percent (1%) unless noted in the Purchase Order Terms & Conditions of the agreement value for each day of delay. If Winrock terminates this agreement in whole or in part for default, as provided under section 11 above, Vendor is liable for liquidated damages accruing until such time that Winrock reasonably obtains delivery or performance from another Vendor. These liquidated damages shall be in addition to any excess costs for re-purchase. Vendor will not be charged with liquidated damages when delay of delivery or performance is beyond the control and without the fault or negligence of the Vendor.

35) U.S. Export Control Laws. Vendor shall at all times comply fully with all United States export control laws and regulations as they apply to any goods, software, or information, or the direct product of such information, provided under this Agreement. Vendor shall not at any time sell, deliver, or divert any goods other than in strict compliance with all applicable U.S. export control laws and regulations.

36) Waiver. A waiver of a breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of that provision or a breach of any other provision of this Agreement. The failure of Winrock to enforce at any time or from time to time any provision of this Agreement shall not be construed as a waiver of any of Winrock's rights or the Vendor's duties.

37) Clauses Incorporated by Reference. Work performed under this Agreement is pursuant to a contract or grant from the U.S. Government, or other funding sources, and all relevant flow-down clauses from the contract or grant shall be deemed to be incorporated in this Agreement: (a) in such manner as to make the Vendor subject to those clauses, as applicable; and (b) to the extent necessary to enable Winrock International to perform its obligations under the contract or grant and to enable the funding source to enforce its rights hereunder. This agreement incorporates the following FAR, and agency regulations (AIDAR) as applicable. To the fullest extent that these clauses flow-down or apply to the Vendor, they are incorporated herein by reference with the same force and effect as if they were given in full text. Where appropriate and applicable under these clauses, reference to the “Government” shall be interpreted to mean “Winrock International” and “Vendor” to mean “Vendor.”

38) Entire Purchase Order. The Purchase Order document and all attachments incorporated therein represents and constitutes the entire Purchase Order between parties and shall not be explained, modified, or contradicted by any prior or contemporaneous negotiations, representations, or agreements, either written or oral. Only a written instrument signed by each party may amend this Purchase Order.