

Request for Proposal

For Indonesia Bauxite Supply Chain Study
RFP-WI-SECURE-2026-06-02

Issued: July 31, 2026, for project:

**Strengthen Labor Enforcement and Compliance
to Unlock Resilient and Ethical nickel supply
chains (SECURE)**

Country: Indonesia



Table of Contents

Confidentiality Statement.....	3
Introduction & Project Background	Error! Bookmark not defined.
Assessment Background and Objectives	3
Submission Details.....	5
Submission Deadlines	5
Submission Delivery Address.....	5
Submission Questions and Clarifications	5
Electronic Submissions	5
Instructions to Bidders	5
Bid Documents to Include	6
Award	6
Detailed Specifications	7
Terms and Conditions	10
Evaluation Criteria.....	10
Certification of Independent Price Determination.....	12
Attachment A: General Provisions.....	13

Confidentiality Statement

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Introduction & Project Background

Winrock International is a global nonprofit organization that provides sustainable solutions for an interconnected world. Working with partners in the United States and more than 55 countries, Winrock integrates deep expertise in agriculture, economic development, social science and the environment to offer scalable solutions that increase prosperity while protecting our planet.

The Strengthen Labor Enforcement and Compliance to Unlock Resilient and Ethical nickel supply chains (SECURE) project, a 4.5-year initiative to strengthen labor governance in critical minerals supply chains. SECURE will advance policies and systems that align with international market expectations and international labor standards.

Winrock seeks a qualified consultant or research firm to conduct a comprehensive, end-to-end analysis of the bauxite-to-aluminum supply chain from Indonesia to the United States. The assignment is expected to be completed by March 31, 2027, and will result in a detailed report with actionable recommendations aligned with SECURE's goals of competitiveness and transparency.

Interested firms are encouraged to review the detailed Scope of Work and submit a proposal no later than August 31, 2026.

Assessment Background and Objectives

Bauxite is the primary ore used to produce alumina and aluminum, making it a key mineral for a wide range of industries, including defense, aerospace, automotive, transportation, and

infrastructure. Indonesia is one of the world's major bauxite producers, with an estimated production of around 30 million tons annually.¹ Bauxite mining is concentrated in Kalimantan while refining and processing activities are increasingly located in Southeast Sulawesi and other industrial hubs because bauxite is one of 15 priority commodities based on Indonesia's National Medium-Term Development Plan 2025-2029.² The importance of Indonesia's bauxite sector has also grown in the context of the 2026 U.S.–Indonesia Agreement on Reciprocal Trade (ART)³, which identifies critical minerals, including bauxite, as priority commodities for bilateral trade and industrial cooperation.

Research on Indonesia's metal and mineral mining sector has identified governance gaps related to labor recruitment, employment status, working hours, wages, occupational health and safety, freedom of association, and dispute resolution mechanisms. In West Kalimantan, where much of Indonesia's bauxite production is concentrated, studies have also documented occupational safety and health risks in bauxite transportation and mining operations, highlighting the gaps in worker protection.⁴ Furthermore, the rapid expansion of Indonesia's mineral downstream industry has added additional labor challenges and risks. Given the strategic importance of bauxite and aluminum products to Indonesia and U.S., there is a clear need for a targeted analysis to better understand end-to-end bauxite/aluminum supply chain from Indonesia to the United States, including via intermediate products.

The Indonesia Bauxite Supply Chain Study will therefore:

- **Map supply chain from Indonesia mines sites to the United States market (and where possible, G7 markets)** including key production stages and actors, chain of custody including intermediaries or transit places, as well as midstream and downstream products made from Indonesian alumina that enter the U.S and related G7 markets. U.S.-market exposure may occur through **direct pathways** (exports from Indonesia that enter U.S.) and **indirect pathways** (Indonesian bauxite is processed into alumina and/or aluminum products in Indonesia or third countries and later imported into the U.S.).
- **Identify the occurrence of forced labor and child labor indicators** in bauxite sector using internationally recognized definitions, covering recruitment, employment conditions, document retention, contract substitution, deductions, restrictions around mobility and communication, coercion, and access to grievance mechanism.
- **Map the labor supply chain within Indonesia's bauxite sector**, identifying worker origin locations, recruitment pathways, and the roles of employers, subcontractors, brokers, and temporary staffing agencies. As part of forced labor risk identification, the study will also assess recruitment practices and risks such as recruitment fees, debt mechanisms, document retention or confiscation, and contract substitution across contractor tiers.
- **Review labor law applicability and labor protection in Indonesia's bauxite sector**, including national and provincial laws and regulations. The study will examine the

¹ [The Mineral Industry of Indonesia in 2022](#)

² [Indonesia's 2025–2029 National Medium-Term Development Plan \(RPJMN\): Perpres 12/2025](#)

³ [2026 U.S.–Indonesia Agreement on Reciprocal Trade - ART](#)

⁴ [Overview of Occupational Health and Safety in Transportation Activities PT ANTAM- Jurnal Teknik Sipil Vol. 22 No. 1 \(June 2022\)](#)

adequacy of existing protections, identify legal/policy gaps affecting formal, informal, and migrant workers in mining and processing activities, and enforcement mechanisms against forced labor, child labor, and other labor rights violations.

Submission Details

Submission Deadlines

Proposals must be received no later than August 31, 2026. Late submissions will not be accepted. All proposals are to be submitted following the guidelines listed below. Late or incomplete submissions may not be considered. Shortlisted firms may be contacted for an interview or additional clarifications.

Telephone requests will not be honored.

Winrock International may request additional documentation after the bid deadline.

Submission Delivery Address

The delivery address to be used for all submissions is:

securebids@winrock.org

With a copy to:

Vincent Limputra, MEL Specialist - vincent.limputra@winrock.org

Submission Questions and Clarifications

Inquiries/questions must be received no later than Aug 10, 2026, and must be submitted via e-mail to designated emails stated in "Submission Delivery Address". Winrock will review and respond to all potential offers by Aug 17, 2026.

Winrock will evaluate complete vendor proposals to determine which proposal represents the best value to Winrock. This is an unsealed solicitation request. Winrock reserves the right to negotiate with the bidders with or without discussion.

Electronic Submissions

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

- Proposals must be submitted electronically in MS Word or PDF format
- All documents should be compiled into a single submission package.
- The subject line of the email should be: "Proposal Submission – Indonesia Bauxite Supply Chain Study".

Instructions to Bidders

- Validity of bid: 90 days starting from the submission date.
- Cost quoted must include unit price and total price in IDR and USD

- Include VAT if applicable
- Payment terms and complete banking information

Bid Documents to Include

The submission package should include the following components (Max 20 pages, not counting annexes):

1. Technical Proposal (Max 12 pages)

- A detailed approach and methodology for conducting the supply chain study.
- A work plan and Level of efforts outlining key activities, deliverables, and timelines.
- Description of data collection and analysis methods.
- Team composition, including roles and responsibilities of key experts.

2. Financial Proposal (Max 3 pages)

- A detailed budget breakdown, including professional fees, travel costs, and other expenses.
- Justification of costs in relation to the proposed methodology and work plan.
- Payment terms and schedule aligned with project milestones.

3. Qualifications, Experience, and Examples of Relevant Work (Max 5 pages)

- Profiles and CVs of key personnel assigned to the assignment.
- List of relevant expertise in market and supply chain analysis.
- A summary of the firm's experience in Indonesia critical minerals.
- Case studies or reports demonstrate experience in supply chain mapping.

Award

Winrock anticipates notifying the successful bidder by September 21, 2026, and signing the agreement by September 30, 2026. Winrock will run an open and fair competitive bidding process.

Detailed Specifications

1. Methodology, Scope of Work and Key Research Questions

The study aims to map and review the bauxite supply chain from Indonesia to the United States market and where possible, G7 markets, and assess labor risks, particularly incidents of forced and child labor. The supply chain analysis and recommendations will support U.S. Government national security priorities,⁵ advance U.S. businesses competitiveness, and promote fair market conditions by identifying relevant supply chain risks, trade pathways, actors, and evidence for responsible sourcing. The study will primarily adopt a qualitative approach, however data collection methods may include quantitative approaches where appropriate.

The assessment will include a review of secondary data, governments' reports and data portals, private databases, as well as related research and publications, such as: [CNVI - 0471 Tracing the Nickel Supply Chain from Indonesia to the EU](#). The study will also utilize available trade, customs, and shipping data to map supply chain flows and identify the extent to which Indonesian bauxite and its downstream products enter the U.S. market. In addition, available GIS and geospatial data can be analyzed to support validation, to map key facilities and locations, including mining sites, processing facilities, logistics infrastructure, and worker living areas. Secondary data should not be older than 5 years unless it is valuable for historical trend/context.

Primary data collection will complement the secondary research through in-depth interviews (IDIs) and focus group discussions (FGDs) with key stakeholders across the supply chain to validate secondary findings and provide additional insights including labor conditions, labor rights risks, and supply chain governance. The vendor shall collaborate with the SECURE staff to develop appropriate data collection tools and methodology.

Primary data shall be collected from study participants using Do-No-Harm principles and trauma informed approach. Appropriate review (including Institutional Review Board Reviews) should be conducted prior to study commencement. The research firm is responsible for obtaining appropriate IRB or ethics review approval consistent with applicable regulations in Indonesia. The timeline in this RFP has been developed with sufficient time to accommodate that, and research firm needs to plan accordingly to meet the deadline.

The geographic scope of the study will cover the supply chain from bauxite extraction and processing locations in Indonesia through to the U.S. trade and import interface and where possible, G7 markets. Secondary research will examine supply chain linkages between Indonesia and U.S.-G7 markets, while primary fieldwork will be conducted in priority bauxite-producing provinces and logistics corridors within Indonesia. The assessment will focus on areas with significant bauxite mining, transportation, stockpiling, refining, and export activities, and potential labor-related risks. The vendor should prepare a sampling plan that includes a description and justification of the sampling technique and the proposed respondent selection process.

The supply chain assessment will cover upstream (Indonesia), midstream (Indonesia and other countries), and U.S.-G7 market segments associated with Indonesian bauxite. This includes upstream activities such as mine sites, operators, contractors, and production or stockpiling facilities; midstream activities such as transport corridors, traders and aggregators, alumina

⁵ EO 14272 — Section 232 Actions on Processed Critical Minerals and Derivative Products, 2025, and Forced Labor Enforcement Task Force Release of the 2025 Update to the UFLPA Strategy

refineries, logistics providers, and port services; and U.S.-G7 trade interfaces, including imports, ports of entry, importers, and downstream industries and corporate groups that utilize bauxite-derived products. The assessment shall cover bauxite ore, alumina, and other products derived from Indonesian bauxite. Where possible, provide entity link charts, facility geolocation, ownership, and machine-readable data (CSV/GeoJSON) for routes and entities.

Objectives	Key Research Questions:
Map supply chain from Indonesia to the United States	- What are the key stages, processes, and actors involved in bauxite supply chain from Indonesia to the United States and G7 markets? - What are the ownership/control chains and affiliation networks in Indonesia bauxite supply chain? - What are dominant routes, ports, countries, volumes, and declared values for bauxite and derived products coming out from Indonesia? - What products linked to the bauxite supply chain enter the U.S. market and G7 markets? - What evidence supports direct Indonesian origin vs indirect exposure through third countries?
Identify the occurrence and patterns of forced labor and child labor	- At which stages are labor-intensive processes and labor risks most concentrated? - To what extent do workers experience indicators of forced labor, hazardous labor, and labor rights violations? - Are there minors involved in the construction, mining, processing and service subcontractors within the industry? - To what extent do workers have and understand their formal/informal employment agreements, including associated benefits and social protections? - What proportion of workers are engaged in informal and outsourced labor? - What proportion of workers are migrant/foreign? - How well do current grievance mechanisms capture, address, and resolve complaints?
Map Labor Supply Chain	- Where do workers originate, and what are the common recruitment pathways into bauxite mining and processing? - Who are the main actors involved in worker recruitment, placement and management (e.g., employers, subcontractors, labor brokers, and temporary staffing agencies)? What roles do they play? - What recruitment fees, debts, or deductions do workers incur before or during employment, and how do these differ across worker groups (e.g., migrant workers, contract workers)? - To what extent do workers experience document retention or confiscation, contract substitution, limited freedom of movement and communication, or other coercive recruitment and employment practices?
Assess Legal and Regulatory Framework	- What national and provincial laws, regulations, and policies govern labor recruitment, employment, occupational safety and health, social protection, and grievance mechanisms in the bauxite mining and processing sectors? - What legal, regulatory, or policy gaps exist that may leave workers vulnerable to forced labor, child labor, or other labor rights violations? - How effective are existing implementation, monitoring, inspection, and enforcement mechanisms in ensuring compliance with labor laws and protecting workers' rights? - What opportunities exist to strengthen labor protection policies, implementation of labor protection and enforcement mechanisms within Indonesia's bauxite supply chain?

2. Deliverables and Timeline

The research firm is expected to deliver the following activities and deliverables with timeline as indicated below:

Activities	Due Date	Deliverable
RFP Issued	July 31, 2026	
Question Due	Aug 10, 2026	
Response to question issued	Aug 17, 2026	
Proposal Due	Aug 31, 2026	
Presentation of proposal	1 – 14 Sep, 2026	

Award and contract signed	Sep 30, 2026	Fully executed contract
Inception meeting with SECURE team and WINROCK HQ to answer questions, clarify logistical and administrative procedures for the assignment, and address other business	Oct 2, 2026	
Submit draft inception report including a summary of the detailed research plan, conclusions of the inception meeting and an updated work plan.	Oct 9, 2026	
Receives feedback on draft Inception report from WINROCK	Oct 14, 2026	
Submit final inception report	Oct 19, 2026	Approved final inception report (30%)
Conduct secondary data review	Dec 15, 2026	
Field work for primary data collection : focus group discussions (FGDs) and key informant interviews (KIs).	Dec 15, 2026	
Provide weekly updates to the SECURE team.	Ongoing through primary and secondary data collection	
Analyze the data to answer the key research questions. Organize, manage, and consolidate all data and information electronically. Ensure security and confidentiality of data, Do No Harm (dignity, rights, safety and privacy) in information management and transmission activities. All information and data, including transcripts or coded files, collected during field work should be delivered to the SECURE team in well documented, easily accessible, comprehensive, and clear means appropriate for the type of information presented. It should be easy for a person not familiar with the assignment to understand what and how the work was done.	Jan 29, 2027	(1) Data analyzed and summarized (40%) (2) Consolidated and organized raw data
Submit draft research report 1 . Reports will be professionally formatted, free of personally identifiable information (PII), free of proprietary information, and it should be Section 508 compliant.	Feb 26, 2027	
Submit draft research report 2 . Reports will be professionally formatted, free of personally identifiable information (PII), free of proprietary information, and it should be Section 508 compliant.	Mar 15, 2027	
Present results in Virtual Event presentation to SECURE team and representatives from DONOR AGENCY and Winrock. Researchers will present key findings including Harmonized System (HS) code matrix, conclusions, and recommendation to assist with labor rights protection, trade enforcement, and compliance tools.	Mar 19, 2027	
Receives feedback on draft research report from WINROCK team	Mar 25, 2027	
Revise draft and submit final research report , presentation, and infographic sheet . All reports and infographic sheet should be submitted in English and Bahasa Indonesia .	Mar 31, 2027	Approved final research report (30%)

- **Budget**

The budget range is USD \$90,000 to \$110,000.

3. Reporting and Coordination

The research firm will report to the SECURE's Project Management Team and work in close coordination with relevant stakeholders, including policymakers, industry associations,

financial institutions, and research bodies. Regular progress updates and validation workshops will be conducted to ensure stakeholder buy-in and relevance of findings.

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 proposal submission and agreed to before a contract is issued.
2. Winrock International will not consider advance payment.
3. A vendor 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.
4. Proposals received after the time specified in the request for bid will not be considered and shall be returned to the respondent.
5. Payment will not be processed until each deliverable is reviewed and accepted by the Winrock International SECURE Review team.
6. Winrock reserves its rights to reject any services and to cancel all or any part of this procurement if vendor fails to deliver all or any part of the services described in the request for proposal. If vendor ceases conducting 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 services previously provided or for services received.
7. 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.

Evaluation Criteria

The consulting firm must meet the following qualifications and experience requirements to be eligible for this competitive tender:

Core Expertise and Technical Skills:

- Advanced expertise in trade and supply chain analysis, with experience in designing and conducting research of similar scope in mineral or related sectors with highly vulnerable populations or in high-risk environments.
- Strong understanding and network of the Indonesia critical mineral sector.
- Demonstrated capacity to access various secondary data locally and internationally complements with primary data collection to synthesize analysis.
- Familiarity with issues of labor standards and risks and grievance mechanisms.
- Understanding and ability to assess labor rights risks using international labor frameworks such as ILO indicators, UNGPs, etc.

Analytical and Communication Skills

- Strong ability to collect, synthesize, analyze, and visualize qualitative data for supply chain study.
- Excellent reporting skills, with the ability to present complex insights in a clear and actionable manner.
- Excellent communication skills to engage with diverse stakeholders in Indonesia critical mineral sector
- Demonstrated ability to create engaging visualization for presentation slides and infographics based on insights gathered.
- Team members should be fluent in English and Bahasa Indonesia. Fluency in other Indonesian languages or Mandarin is preferred.

The proposal will be evaluated out of a total of 100%, with the following weightings:

No.	Technical Criteria	Points
1	Team Composition (composed of 1a, 1b, 1c)	25
1a	Demonstrated experience in designing and conducting research of similar scopes in mineral or related sectors with highly vulnerable populations or in high-risk environments.	7
1b	Understanding and ability to assess labor right risks using international labor frameworks such as ILO indicators, UNGPs, etc.	8
1c	Team Leader and Other Team Members demonstrated successful experience in similar assignments, as described in this scope of work.	10
2	Technical quality related to Design/ Approaches/ Methodologies, Data Collection, Data Analysis and Findings (composed of 2a, 2b, 2c)	45
2a	Appropriateness, clarity, and thoroughness of proposed approaches/methodologies related to study design, sampling, data collection protocols, etc.	20
2b	Demonstrated experience managing multiple datasets (using existing data and gathering new data)	5
2c	Experience with secondary and primary qualitative data collection and analysis as well as extracting key findings, conclusions and recommendations, reporting, and visualization.	20
3	Planning and Management	10
3a	Proposed work plan activities, level of effort and timeframe.	10

	Total technical points (1 + 2 + 3)	80
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No.	Financial Evaluation Criteria for Selection	Points
1	Sufficiency, reasonableness, and accuracy of detailed expenditures including per unit cost, with budget per unit cost budget clearly defined in USD and IDR.	12
2	Budget explanation and justification of costs.	8
	Total financial points (1 + 2)	20

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, consultants, 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 Purchase Order 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 Purchase Order or Vendor's duties, obligations, and responsibilities under this Purchase Order. 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 Purchase Order.

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 Purchase Order, 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 Purchase Order 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 as part of this Purchase Order.

13. Termination. Winrock International shall have the option to terminate this Purchase Order in the event of termination of the Prime Purchase Order 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 Purchase Order.

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 Purchase Order 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 Purchase Order 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 Purchase Order. 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 Purchase Order 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 Purchase Order 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 Purchase Order for such period of time 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 Purchase Order, either in part or in whole. In the case of copyrighted materials created as a result of this Vendor Purchase Order, 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 Purchase Order 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 Purchase Order 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 Purchase Order.

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 Purchase Order 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, consultants, 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 Purchase Order will become null and void if the recipient organization makes any such offer, promise, payment or gift in connection with performance of this Purchase Order.

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 Purchase Order. 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 Purchase Order 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 Purchase Order. 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 Purchase Order, 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 Purchase Order value for each day of delay. If Winrock terminates this Purchase Order 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 Purchase Order. 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 Purchase Order shall not constitute a waiver of any subsequent breach of that provision or a breach of any other provision of this Purchase Order. The failure of Winrock to enforce at any time or from time to time any provision of this Purchase Order 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 Purchase Order 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 Purchase Order: (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 Purchase Order 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."