



Request for Proposals

**GAP ANALYSIS AND EVALUATION –
UNIVERSITY DISABILITY CENTERS**

U.S.-Egypt Higher Education Initiative (HEI), Public University Scholarships
Program

RFP NUMBER: **Amideast HEI M&E 1**

FUNDED BY: **USAID**

**Proposals must be received NO LATER THAN Sunday, May 14, 2023,
before 8 am Egypt standard time (UTC+2).**

This request for proposals is part of the U.S. - Egypt Higher Education Initiative, Public University Scholarships Program, funded by USAID and supported by the Ministry of Higher Education, administered by Amideast. The program is establishing and developing sustainable University Disability Service Centers at twenty public universities to support the full participation of students with disabilities and to ensure their equal access to higher education.

April 16, 2023

Dear Potential Applicant,

Under Amideast HEI [RFP 18-0003], Amideast seeks one consultant/consultant team to implement a second gap analysis and evaluation of change in disability inclusion and services at five public universities. A scope of work and instructions for proposal submission are attached.

Location of Program: Egypt – Cairo/Giza, Alexandria, Mansoura, Assiut

Performance Period: 4/25/2023 – 8/30/2023

Estimated Level of Effort: Up to 28 days (assumed 10 preparation days, 2 days at each of 5 universities, 8 days for report preparation)

Application Deadline: Sunday, May 14, no later than 8 am Egypt standard time (UTC+2)

Amideast contact person: Dina Mohsen, dmohsen@amideast.org

Eligibility Requirements. Consultants bidding to conduct the gap analysis and evaluation should:

- Have a degree in M&E with a minimum of 7 years of relevant professional experience in monitoring and evaluation and conducting gap analyses and evaluations, ideally with previous USAID project experience
- Be able to cooperate productively and collaboratively with government institutions in Egypt
- Demonstrate understanding of the basic framework of the social model of disability and inclusion
- Legally established with a tax ID (if applying as a company rather than an individual consultant), and eligible to receive U.S. federal funding

Proposal Submission. Applicants are required to address all content of this RFP and submit a complete proposal. Submission of a proposal confirms that the applicant:

- Certifies that the submitted proposal is accurate and complete
- Agrees to provide services identified in the Scope of Work, at the prices therein offered and summarized in the offer, in accordance with the conditions of this solicitation document. This bid is valid for a period of sixty (60) calendar days from the RFP closing date.
- Acknowledges reading all documents, and is fully aware of all terms and conditions.
- Understands that upon consideration of award or during the negotiations leading to an award, applicants may be required to submit additional documentation deemed necessary for Amideast to make an award.

We appreciate your interest in this project and look forward to receiving your proposal.

Sincerely,

Quincy Dermody

Chief of Party, HEI Public University Scholarships Program

SCOPE OF WORK – UNIVERSITY DISABILITY SERVICES STUDY TOUR

BACKGROUND – DISABILITY IN EGYPT

For the Egyptian population of persons with disabilities generally, the estimated figure provided by the World Bank and World Health Organization in the 2011 World Report on Disability, indicates global disability prevalence is 15% of the population. In 2019 Egypt has an estimated 12 million people with disabilities, according to a UNDP report. The Central Agency for Public Mobilization and Statistics (CAPMAS) revealed in a press statement in 2019 that among Egyptians five years and up, 10.55% have disabilities ranging from “some difficulties to cannot do at all” and 2.48% have disabilities ranging from “a lot of difficulties to cannot do at all”. While disaggregated data as to disability type are even harder to come by, a 2007 WHO household survey estimated 6% prevalence of hearing loss in the population (WHO, 2007). According to WHO estimates, there are one million blind and three million visually impaired persons in Egypt.

Egypt is not distinct in needing to address barriers that make equal access to quality education difficult for students with disabilities. The Egyptian Government ratified the United Nations Convention on the Rights of Persons with Disabilities in 2008. There is now a special emphasis on accessibility to institutions of higher education. For the first time, although in a limited way, the adoption of the Supreme Council of University decree of September 13, 2015 facilitating access of deaf students to higher education and the Supreme Council of University decree of June 23, 2016 to improve equality of opportunity in the selection of courses for students with disabilities are examples of increased accessibility to higher education. The focus on disability was further strengthened by Egyptian President, Abdel Fattah El-Sisi, declaring 2018 as the year of persons with disabilities. In February 2018 new law regarding persons with disabilities was released, guaranteeing their full rights in all aspects of life.

A number of concrete measures have been undertaken in Egypt during the past ten years to create an enabling environment to increase the accessibility of Egyptian higher education to students with disabilities, however, there are no accurate statistics regarding the number of students with disabilities in universities and technical colleges. Based on the recent report of USAID Needs Assessment of Persons with Disabilities in Egyptian Public Universities and Regional Technical Colleges (December 2018), barriers reported by students and graduates with disabilities exist in higher education; law/policy/practices (both formal and informal); attitudinal barriers; physical infrastructure/built environment and transport; and inaccessible course material for all three sub-groups of students with disabilities.

Within universities, student supports were frequently part of library services or housed in separate centers within individual faculties. Between 2018 and 2022, 5 universities established campus-wide disability service centers as part of the HEI program. According to the executive regulations of the new Egyptian law for persons with disabilities issued in December 2019, each university is now required to establish a Disability Services Center (Article 21).

The adoption of specific, concrete, and measurable steps to build on the momentum in supporting disability inclusion will contribute to achieving the Sustainable Development Goals. Support for accessible higher education will also go a long way in advancing the rights of persons with disabilities to access employment, obtain an adequate standard of living, and otherwise achieve the aims set out in the 2014 Egyptian Constitution.

Background information can be found in the nation-wide assessment on the accessibility of higher education in Egypt available at the following link: https://pdf.usaid.gov/pdf_docs/PA00N6TT.pdf.

BACKGROUND – HEI PROGRAM

The U.S.-Egypt Higher Education Initiative (HEI) Public University Scholarships Program, funded by USAID, supported by the Ministry of Higher Education, and administered by Amideast established and developed sustainable and effective Disability Service Centers in 2018 at five universities (Cairo University, Alexandria University, Ain Shams University, Assiut University and Mansoura University). The Disability Service Centers serve the academic, physical, and community needs of students with disabilities on campus and promote equal access to higher education for those with disabilities within these five universities. The Disability Service Centers advocate on behalf of students with disabilities, coordinate access to disabilities services on campus (linking students with the ad hoc existing services) and provide support to students with disabilities. Activities include university partnerships to formalize the establishment/abilities of the centers, training and coaching for center staff in management and disability topics, a U.S. Study Tour to explore possibilities for disability centers and to motivate center staff, and a conference on Disability Services in Higher Education to highlight successes and identify these centers as models for other universities.

The five pilot centers were launched in 2021 (and one in early 22) and have been operating independently of Amideast since then. Amideast is beginning to establish centers at fifteen additional universities, but this SOW only covers the five pilot centers. The disability centers aim to help ensure inclusive and equal access to higher education for persons with disabilities and support the university to ensure that the universities meet the legal standards of ensuring equal access to higher education.

Amideast conducted a gap analysis in 2019 at the five pilot universities and we would like to conduct a second gap analysis at these five universities to compare the change in disability inclusion and services at these five public universities between 2019 and 2023, after the establishment of the disability centers and in relation to the project's theory of change.

BACKGROUND – Amideast

Amideast is a leading American non-profit organization engaged in international education, training and development activities in the Middle East and North Africa. Founded in 1951, Amideast in its early years focused on promoting U.S. study to students in the MENA region and managing U.S. scholarships and exchanges such as the flagship Fulbright Foreign Student Program. While these important programs continue apace, our work has expanded significantly. Today Amideast programs and services touch the lives of half a million individuals a year – improving educational opportunities and quality, strengthening local institutions, and developing language and professional skills critical for success in the global economy.

Amideast has worked in Egypt for over 65 years, expanding educational opportunities, preparing individuals for jobs in the global economy, strengthening institutions and communities, and empowering women and youth. Amideast has supported students in higher education through scholarship programs and exchange programs, prepared unemployed graduates for employment through training programs and job matching, and offered other youth opportunities to access education and training to improve their opportunities. Since 2011, Amideast has also worked on a range of programs that support persons with disabilities in Egypt both in English language learning, and in preparation for employment. Further information can be found at www.amideast.org.

SCOPE OF WORK

Based on the project's theory of change and the first gap analysis, the consultant/consultant team will design and conduct a second gap analysis that:

- Identifies gaps in existing services provided to students with disabilities; the needs of students with disabilities require to be improved; the current challenges facing students with disabilities at each of the five universities; existing interventions addressing the identified gaps; and existing services and facilities for students with disabilities' services and facilities.

- Can be used to evaluate the change over the past five years, when compared to the first gap analysis and to identify cross-cutting trends in the assessed change, and factors that contributed to these trend changes.
- Includes a SWOT analysis in order to develop a full awareness of the situation and identify opportunities for the disability centers' further growth.
- Is designed and conducted inclusively, with input from persons with disabilities

The expected framework for this scope of work is to:

- Meet project staff, center managers, and others for input on questions to be answered by second Gap Analysis comparison.
- Review first Gap Analysis documents (format, results, and report) and project's theory of change (Desk Review).
- Design a second gap analysis and gap analyses comparison, with parameters for comparison and informants with the disability centers at five public universities,
- Confirm design and plan with Amideast team
- Conduct Gap Analysis and SWOT Analysis at each of the five universities (two field visits for each university). (Logistics to be coordinated with the disability centers.)
- Collect and review results of analyses.
- Present results to Amideast and discuss.
- Submit report on results, by university and as a whole— identifying cross-cutting trends in the assessed change, and factors that contributed to these trend changes (results by university for university and Amideast only; overall results to share publicly).
- Present the results to the disability center teams and Vice Presidents.

Gap analyses/SWOT activities at universities will be conducted in Arabic. Amideast will arrange for transportation, accommodation, and per diem for consultant when traveling to the universities. Final reporting should be submitted in English and Arabic.

Narrative Reporting: A draft report on the gap analysis and SWOT will be required after the 5 surveys/analyses have been completed. A final narrative report will be required in English and Arabic no more than 30 days after completion of the gap analyses. The final narrative report should include a comprehensive description of the process, the tools used, an analysis of the results, findings and recommendations, and an evaluation of change based on a comparison between the first gap analysis and this one. It should evaluate the five university disability centers' change together and separately.

Payment: Consultant will be paid based on invoice with the submission of each deliverable if deliverable has been completed to Amideast's satisfaction, as detailed below.

Deliverables	% of Total Cost
Design plan for second gap analysis and gap analyses comparison approved by Amideast	25%
Draft report submitted on gap analysis and SWOT approved by Amideast	25%
Final narrative report submitted and approved by Amideast, and presented to universities	50%

PROPOSAL INSTRUCTIONS

1. INTRODUCTION

Amideast invites you to send your proposal to design and implement a gap analysis and evaluation. Offerors of selected proposals will enter into a fixed price agreement to provide program deliverables. Please note that the following:

- a) These instructions shall not form part of the resulting agreement. They are intended to aid bidders in the preparation of their proposals.
- b) Consultants are invited to submit their proposals, but are under no obligation to do so. Bidders will not be reimbursed for any costs incurred in connection with the preparation and submission of their bids.

2. APPLICATION DEADLINE

- a) The proposal must be submitted in electronic format in one single email. Proposals are limited to 6 MB (including attachments). Please include in the subject line of the email: **Amideast HEI [RFP 18-0003]**
- b) The Proposal must be submitted to Dina Mohsen: dmohsen@amideast.org **not later than Sunday, May 14, no later than 8 am Egypt standard time (UTC+2)**. Late proposals will not be considered.
- c) Applicants will be held responsible for ensuring that their offers are received in accordance with the instructions stated herein, and a late bid will not be considered, even if this was as a result of circumstances beyond the Bidder's control. A late bid will be considered only if the sole cause of its becoming a late bid was attributable to Amideast.

3. QUESTIONS

Amideast will accept questions pertaining to the RFP in writing via email at dmohsen@amideast.org. All questions must be submitted by Sunday, April 30, by 8 am Egypt standard time (UTC+2). No oral answers will be provided. Responses to all submitted RFP related questions will be sent to all potential applicants who asked questions on Monday, May 1.

4. PREPARATION OF PROPOSAL

Bidders are expected to examine these instructions to bidders, the conditions of contract, and the Scope of Work contained in this Request for Proposals. Failure to do so will be at the bidder's risk. The offer must be signed by a person duly authorized to do so. Proposal should be in Microsoft Word, maximum 10 pages, size 11 Calibri font.

Applicants' proposals are required to include the following:

- a. Narrative technical description of M&E approach, process, and expected timeline in relation to the objective and framework laid out in the SOW.
- b. Examples of past experience conducting similar M&E analyses and evaluation (including references when possible)
- c. Financial Proposal

5. CONFIDENTIALITY

The terms of this RFP and all associated information sent to you by us are proprietary and confidential. These materials are to be used by you solely for the purpose of responding to this RFP. All information disclosed by Amideast with regard to this RFP and during any subsequent negotiations shall be considered confidential information. Applicant agrees to hold such information in strictest confidence, and will not use or disclose such information to any third party without prior consent from Amideast.

6. MODIFICATION OF PROPOSALS

Any Applicant has the right to withdraw, modify, or correct its proposal after it has been delivered to Amideast, provided that the request for the withdrawal, modification, or correction together with full details of the modification or correction, is received by Amideast at the address given above by letter or email before the closing date.

The original bid, as amended by such communication, will be considered as the Applicant's offer. Amideast may ask any Applicant for a clarification of its bid; nevertheless no Bidder will be permitted to alter its Bid Price or make any other material modification after bids have been opened.

However, clarifications which do not change the offer price may be accepted. No Applicant may withdraw its bid after the time set for opening bids has elapsed.

7. PROPOSAL EVALUATION AND CONTRACT AWARD

An award will be made to the eligible, responsible, and responsive applicant, in accordance with the following criteria. These criteria are intended to (a) serve as the standard against which all proposals will be evaluated, and (b) serve to identify the significant areas bidders should address in their proposals. The final decision will be based as follows, for a total maximum score of 100%.

- a) Responsiveness to the scope of work goals and technical requirements, demonstrating an understanding of analysis/evaluation objectives, and providing a clear and comprehensive approach to meet those needs. (40%)
- b) Demonstrated capacity and past performance/experience in monitoring and evaluation and understanding of disability inclusion and the social model of disability. (35%)
- c) Cost effectiveness (25%)

A responsive bid is one which complies with all of the terms and conditions of the RFP without material modification. A material modification is one which affects the price, quantity, quality, or which limits in any way any responsibilities, duties, or liabilities of the applicant or any rights Amideast specified or defined in the RFP.

13. ADDITIONAL INFORMATION

Consultant will be required to comply with the terms and conditions of draft Amideast Independent Contractor Agreement (Attachment A). If Consultant is an organization, it must comply with Amideast's Fixed Price Contract.

Awards are expected to be made by May 21, 2023.

Amideast RESERVES THE RIGHT TO DECLINE ANY BID NOT MEETING THESE CONDITIONS AND TERMS

Attachment A: Terms and Conditions of Amideast Draft Independent Contractor Agreement**2) Independent Contractor's Obligations.**

Independent Contractor shall provide, to AMIDEAST's satisfaction, the services specified in the Scope of Work (SOW) attached to this Agreement as Attachment 1 (the "Scope of Work"), subject to termination and renewal as provided below. Independent Contractor shall determine, to the best of his/her ability, and provide to AMIDEAST the total hours of work required, manpower needs, as well as any tools, equipment or resources required to provide the services. In the event of Agreement termination, Independent Contractor must return all AMIDEAST-furnished documents, tools, equipment, supplies, and other property, as well as all products developed by Independent Contractor and paid for by AMIDEAST on the program up to the date of termination. Return of said property will be required before final payment is made to Independent Contractor.

4) Compensation and Method of Payment.

- (a) Independent Contractor shall provide Amideast with time sheets indicating the numbers of hours of services each day per month in the format set forth in (Attachment 2).
- (b) AMIDEAST shall pay Independent Contractor monthly upon receipt of time sheets, xxxxx reports and receipts documenting all travel and related program expenses. Time sheets and receipts for program expenses shall be submitted at the conclusion of each xxxxx. AMIDEAST shall make payments to Independent Contractor no later than ten (10) calendar days upon receipt by AMIDEAST of required documentation.
- (c) AMIDEAST shall reimburse Independent Contractor for actual, reasonable, and documented pre-approved expenses of services incurred, as applicable, in the performance of the services set forth in the Scope of Work. Independent Contractor shall submit a MONTHLY expense report (Attachment 3) together with his/her timesheet. Should Independent Contractor submit requests for reimbursement of expenses that AMIDEAST did not pre-approve, AMIDEAST, in its sole discretion, shall determine whether to approve such requests. AMIDEAST will consider requests for reimbursement of unapproved expenses only if Independent Contractor provides all receipts and other supporting documentation.
- (d) Independent Contractor shall accept any payment(s) from AMIDEAST upon termination of the Agreement as the final payment(s).

5) Reports.

Independent Contractor shall submit a xxxxx progress report on the Scope of Work to the Technical Supervisor, outlining activities undertaken on behalf of AMIDEAST in fulfillment of the Scope of Work provision.

6) Termination

- (a) By AMIDEAST or Independent Contractor upon thirty (30) days' written notice;
- (b) By either Party, immediately upon notice, if the other Party fails to fulfill its obligations under this Agreement,
- (c) By written mutual agreement between the Parties.

Upon termination by either Party, Independent Contractor shall provide AMIDEAST any and all copies, in whole or in part, of the Materials (as they exist) and any and all tangible materials AMIDEAST provided to the Independent Contractor in connection with this Agreement.

7) Nature of Relationship.

- (a) Independent Contractor agrees to perform the services hereunder solely as an Independent Contractor. The Parties to this Agreement recognize that this Agreement does not create any

actual or apparent agency, partnership, franchise, and is completely removed from the scope of employer-employee relationship, whether actual or prima facie, between the Parties, and accordingly it does not imply the application of either the Egyptian Labor Law or the Social Insurance Law. Therefore, this Agreement cannot be considered under any circumstances an employment contract and shall not be subject to its interpretation or provisions. Independent Contractor is not authorized to enter into or commit AMIDEAST to any agreements except as specifically outlined in the Scope of Work provision, and Independent Contractor shall not introduce itself as an employee, agent or legal representative of AMIDEAST. Independent Contractor has no right to sign in the name of or on behalf of AMIDEAST before any entity.

- (b) Further, Independent Contractor shall not be entitled to participate in any of AMIDEAST's benefits, or take advantage of same, including without limitation any health or retirement plans. Independent Contractor shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in this Agreement.
 - (c) Independent Contractor agrees to render the services in the best interest of AMIDEAST and to conduct all business on behalf of AMIDEAST in a professional and ethical manner and to deal with third parties in a manner calculated to enhance AMIDEAST's reputation.
 - (d) Independent Contractor may render services of the same nature for third parties during the term of this Agreement without being restricted on the condition that this does not impede the Independent Contractor from completing the tasks identified in Attachment 1.
- 4) Taxes and Social Insurance.
- (a) Independent Contractor shall be responsible for any income or professional taxes imposed upon Independent Contractor in respect of any amounts received in connection with this Agreement. However, if AMIDEAST were required by law to apply withholding taxes from any amounts to be paid to Independent Contractor, AMIDEAST would do so and provide Independent Contractor with evidence of such withholding and remittance to Tax Authority.
 - (b) Independent Contractor shall also be responsible for payment of social insurance premiums, if any, to the Social Insurance Authority in respect of any amounts received in connection with this Agreement. However, if AMIDEAST were required by law to apply withholding from any amounts to be paid to Independent Contractor on account of social insurance, AMIDEAST would do so and provide Independent Contractor with evidence of such withholding and remittance to the Social Insurance Authority.
 - (c) Independent Contractor shall indemnify and hold AMIDEAST harmless against all taxes, social insurance (if applicable) or other contributions, costs, claims, penalties, interest, expenses or proceedings arising out of or in connection with such taxes and contributions.
- 5) Ownership of Products resulting from the Services.
- (a) Independent Contractor acknowledges that it has no right to or interest in providing its services or product resulting from the services performed hereunder, or any of the documents, reports, recordings, speeches, photographs, manuals, plans, program designs, proposals, research materials, maps, tables, charts, audiovisuals and other material or devices, articles or manuscripts or public relations materials or any other products requested or required by AMIDEAST and created by Independent Contractor in connection with such services, nor any right to or interest in any copyright therein. Independent Contractor acknowledges that the services and the products thereof (hereinafter referred to as the "Materials") have been specially commissioned or ordered by AMIDEAST as "works-for-hire" as that term is used in the Copyright Law of the United States, and that AMIDEAST is therefore to be deemed the author of and is the owner of all copyrights in and to such Materials both in EGYPT and abroad.
- 6) Confidentiality and Non-disclosure.

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- (a) Independent Contractor agrees to keep confidential and not to disclose to third parties, without the prior written approval of AMIDEAST's Country Director, any information or data confidential to AMIDEAST, including but not limited to any trade secrets or information proprietary to AMIDEAST such as direct and indirect cost rates, cost strategies and pricing. Independent Contractor also agrees not to disclose to any third parties any of the work products developed by Independent Contractor under this Agreement.
 - (b) Independent Contractor shall not, without the prior written consent of AMIDEAST, use AMIDEAST's name in any advertising or promotional literature or publish any articles relating to AMIDEAST, this Agreement, or the services and shall not otherwise refer to the retention of Independent Contractor to render services hereunder.

11) Warranties

Independent Contractor represents and warrants that:

- (a) The services shall be performed in accordance with, and shall not violate, applicable Egyptian laws, rules and/or regulations and standards prevailing in the industry and set by AMIDEAST; Independent Contractor shall obtain all permits, licenses and/or permissions required to comply with such laws, rules or regulations.
- (b) The Materials shall be original, clear, and presentable in accordance with generally applicable standards in the industry.
- (c) The Materials will not contain libelous, injurious, or unlawful material and will not violate or in any way infringe upon the personal or proprietary rights of third parties, including property, contractual, employment, trade secrets, proprietary information, and non-disclosure rights, or any trademark, copyright, or patent, nor will they contain any format, instruction, or information which is inaccurate or injurious to any person, computer system, or machine.
- (d) Independent Contractor will perform the services in accordance with the specifications established by AMIDEAST.
- (e) Independent Contractor shall comply with all of AMIDEAST's standards and procedures while working on-site at AMIDEAST, including without limitations, standards relating to security.
- (f) Independent Contractor certifies compliance with the requirements of Executive Order 13224 "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism".

12) Indemnification.

Each Party shall defend, indemnify, and hold harmless, the other Party, its directors, officers and its employees, licensees, Independent Contractors, and agents from any claim, demand, cause of action, and liability, including attorney's fees, to the extent that the claims arise out of the indemnifying Party's performance of this Agreement or breach of any obligations under this Agreement.

13) Governing Law.

This Agreement shall be governed by the laws of the Arab Republic of Egypt without regard to the conflict of law's provisions thereof.

14) Complete Agreement.

This document constitutes the complete and exclusive agreement between the Parties, superseding all representations, proposals or promises whether oral or written, and all other communications between the Parties, relating to the subject of this Agreement.

15) Assignment/Sub-contracting.

Independent Contractor shall not assign, transfer, sub-contract or in any other manner hand over to any third party the benefit or burden of this Agreement, in whole or in part, without the prior written consent of AMIDEAST. With prior written consent, Independent Contractor may assign, transfer, or sub-contract some or all of the services required under this Agreement to a designated third party; providing that (a) Independent Contractor passes on all of the requirements of this Agreement to the third party; (b) Independent Contractor provides timely advance written notification of the agreement with the approved third party to AMIDEAST; and (c) Independent Contractor and not AMIDEAST shall be solely responsible for payment of any compensation to a third party.

16) Dispute Resolution and Jurisdiction.

In the event of any dispute arising concerning the interpretation or execution of the provisions of this Agreement, or any subsidiary agreement, the Parties will work together in good faith to amicably resolve the dispute. If the Parties cannot reach a good faith resolution, any such dispute, controversy, or claim arising out of or relating to the Agreement, or the breach, termination, or validity thereof, shall be settled by arbitration in accordance with the Rules of Arbitration of the Cairo Regional Center for Commercial International Arbitration by one arbitrator. The venue of arbitration shall be Cairo, Egypt. The language used in the arbitral proceedings shall be English.

17) Force Majeure.

For the purposes of this Agreement, Force Majeure means an event which could not reasonably have been avoided by a diligent party in the circumstances, and which makes a party's performance of its responsibilities hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to war, riots, civil disorder, earthquakes, storms, floods or other adverse weather conditions; strikes, lockouts or other industrial action; electrical failure, confiscation or any other action by government agencies.

Force Majeure shall not include any event which is caused by the negligence or intentional action of a party, of such party's subcontractors, agents or employees.

Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible and in any event not later than five (5) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

The Parties shall take all reasonable measures to minimize the consequence of any event of Force Majeure.

18) Preservation of Rights.

The failure of either Party to exercise any right in the event of breach or default by the other Party shall not constitute or operate as a waiver of any right of either Party.

19) Severability.

If any of the provisions of this Agreement are held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

20) Modification.

This Agreement may be changed only in writing executed by both Independent Contractor and AMIDEAST.

21) Retention.

Independent Contractor will retain all financial records, supporting documents, statistical records, and all other records pertinent to this award for a period of five (5) years from the date of the final invoice. Retention of records does not affect the property rights set forth in Article 8, "Ownership of Work Product."

22) Foreign Corrupt Practices Act (FCPA).

Independent Contractor hereby represents and warrants that the employees, temporary workers, agents, consultants, partners, officers, directors, members or representatives of Independent Contractor and its subcontractors, if any, performing services or other activities under this Agreement (each and any of the foregoing individuals, for the purpose of this clause, a "Independent Contractor Representative") shall comply with the US Foreign Corrupt Practices Act and all applicable anticorruption laws. Independent Contractor Representatives shall not directly or indirectly pay, offer, give, promise to pay or authorize the payment of, any portion of the compensation received in connection with this Agreement or any other monies or other things of value in connection with its performance to a Government Official, defined below, to obtain or retain business or secure any improper advantage nor shall it permit such actions by a third party in connection with this Agreement. Government Official means (i) an officer or employee of any government or any department, agency, or instrumentality thereof, including government-owned or government-controlled commercial entities; (ii) an officer or employee of a public international organization; (iii) any person acting in an official capacity for or on behalf of any government or department, agency, or instrumentality or public international organization; (iv) any political party or official thereof; (v) any candidate for political office; or (vi) any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons or entities.

b. AMIDEAST takes corruption and fraud very seriously and has established a hotline phone, email and website which are available for reporting any suspected act of corruption or fraud associated with your award from AMIDEAST.

23) Notice.

All notices given pursuant to this Agreement shall be in writing and may be hand delivered or shall be deemed received within one week after mailing if sent by registered or certified mail, return receipt requested. If any notice is sent by electronic mail, confirmation copies must be sent by mail or hand delivery to the specified address below. Either party may from time to time change its Notice Address by written notice to the other party. Any notice shall be effective only upon delivery. Such notices shall be addressed as follows:

24) Survival of Terms

The following articles shall survive the termination or expiration of this Agreement: 9, 10, 11,12,13,14 and 22.