

Evaluation of Peace Corps Response Program CONTRACTOR REQUEST FOR PROPOSAL

I. Background and Objective

Peace Corps Philippines (PC/P) seeks an Evaluator/Researcher to conduct an evaluation study of Peace Corps Response' (PCR) `program work in Philippines. This study will attempt to assess and measure the outcome and as possible, the extent of impact of the PCR program implementation. The study shall be centered on Peace Corps Goal #1 – "To help the people of interested countries in meeting their need for trained men and women" and Peace Corps Response Goal which is to essentially increase organizational capacity of partners. It shall therefore identify and document the successes and challenges of the program as its overall goal.

The Peace Corps Response (PCR) program is an evolution of the traditional Peace Corps programming. It was formally introduced globally in 1996 as Crisis Corps. The change of the program name in 2008 was to primarily address a variety of project assignments without limiting the scope to "crisis" situations which covers the entire disaster risk reduction and management cycle. Since then, Peace Corps Response Volunteers (PCRVs) has expanded its work in a multitude of program areas ranging from, environmental protection, education, HIV/AIDS, information technology, children & youth in development, etc.

The Peace Corps Response Volunteers (PCRVs) in the Philippines work in a wide variety of assignments under the five priority program areas. These include (1) disaster risk reduction & management (DRRM); (2) environment; (3) children, youth & family; (4) education; and (5) HIV/AIDS. It complements the two-year program sectors/projects namely: (1) Coastal Resource Management; (2) Children, Youth & Family; (3) and Education, aside from maintaining an independent but cross-cutting theme with DRRM and HIV/AIDS program areas. The Response Program addresses project needs that are not suitable for the two-year volunteer assignments of Peace Corps, and therefore deploys PCRVs for a 6 to 12 months short-term service. It seeks to respond to the specific technical needs/gaps of organizations that requires a higher level of experience and specific expertise in addressing the developmental needs through various capability building activities.

The PCR program has been in the Philippine for a period of thirteen (13) years from the time it started in 2007 up until the pandemic had arbitrarily evacuated all the Volunteers in 2020. The study holds the reasonable assumption that the findings will draw lessons that will feed into further strengthening the Response Program implementation at Post.



The evaluation study will be conducted by the Contractor/Evaluator starting on or about the date that this contract is awarded before end of September 2021. It will be a fixed-priced contract not to exceed Fifteen Thousand Dollars (\$15,000.00) to be paid in Philippine Peso at the current exchange rate.

II. Methodology

The Contractor shall employ both quantitative and qualitative methods for data collection. It shall cover the program implementation from the period 2014 to 2019 with a population of 121 PCRVs who have completed service. The evaluation shall also look into the specific nature of the Host Country Agencies (HCAs) where the Volunteers were assigned in the provinces of Luzon and Visayas islands, including Metro Manila.

A. Desk and Literature Review

The Contractor shall complete a desk and literature review of key PCR documents and reports, as well as external data sources to better understand program operations and to develop research tools.

B. Quantitative Component

A survey shall be conducted as part of this engagement. Population-based survey is the desired approach for the 121 volunteer sites. The sample size must meet the desired confidence level (95%) and margin of error (5%). Respondents will be composed of supervisors and counterparts of PCRVs over the last six (6) years, as provided by Peace Corps.

C. Qualitative Component

The qualitative approach shall include Key Informant Interviews (KIIs) and Focus Group Discussions (FGDs). Key informants shall be selected from the PCRV project assignments that were completed in the last six (6) years. An equal respondent representation from both highly successful and less successful placements is recommended. Key informants shall include:

- a. Returned Peace Corps Response Volunteers (RPCRVs)
- b. Supervisors/Counterparts
- c. Key partners such as Philippine National Volunteer Service Coordinating Agency (PNVSCA) and other development partners

The following specific activities shall be undertaken:

a. 10 Virtual interviews with RPCRVs



- b. 11 FGDs with a minimum of six participants per HCA in NCR (4), Luzon (2), and Visayas (5) with Supervisors/Counterparts, and Community Beneficiaries
- c. Interview with PNVSCA and other developmental partners.

III. Scope and Requirements

The Contractor shall work in close coordination with the PCR Team to carry out the study. A kick-off meeting will be conducted immediately after contract signing. The Contractor is expected to submit the following deliverables:

1. Inception Report and Work Plan

The Contractor shall submit an inception report and work plan that includes the following:

- Team composition
- Training plan for research team
- Expected duration of survey and KII implementation as well as the work plan for interviewers and enumerators
- Expected date and duration of data cleaning activities, including delivery dates of different data sets.
- 2. <u>Detailed Methodology and Instruments</u>

The detailed methodology should include, among others, how the Contractor shall ensure timely delivery of requirements as well as data quality. A draft methodology shall be required in the proposal stage. The methodology shall include details on the selection of respondents, how the evaluation questions will be answered, and how data will be collected and analyzed. It shall also contain details on the data collection instruments. The Contractor shall have an initial meeting with Peace Corps to refine their proposed detailed methodology for the study.

The Contractor shall develop instruments for data collection that should be pre-tested. Following the pre-test, the Consultant will submit a revised version of the instruments in English (and appropriate local languages).

3. <u>Training</u>

The Contractor shall design and conduct training and develop a training manual for the research team based on the instruments developed. The objectives of the training are as follows:

- Familiarize research team with the objectives of the study
- Familiarize research team with Peace Corps Response program
- Familiarize research team on the instruments and protocols for data collection
- Ensure consistent administration of interview questions across all respondents



No untrained interviewers and enumerators shall be allowed to do data collection. The training should include an overview of the Peace Corps Response program, interview techniques, and a practice session. The Contractor shall invite Peace Corps staff to observe the training. Data collection shall begin within one week after the training.

4. Data Collection

Conduct and completion of survey and the qualitative research is expected to take four weeks.

For the KIIs, the Contractor is expected to take notes during the interview and also to record the interview. The KIIs will entail travel to Peace Corps Response placement sites in Luzon and Visayas, interviews with key partners in Metro Manila, and virtual interviews with Returned Peace Corps Response Volunteers.

5. <u>KII transcripts</u> shall be submitted in English with a summary of key qualitative findings.

6. Draft Report

The Contractor is required to submit a draft report in English for comments by Peace Corps.

7. <u>Final Evaluation Report and Presentation</u>

The Contractor shall submit a final evaluation report incorporating Peace Corps' comments to the draft. The report shall contain an Annex detailing the implementation of data collection, any issues and problems encountered and how they were managed. The Annex should include lessons learned throughout the contract as well as suggestions for future data collection.

The Contractor shall present the evaluation findings to the Peace Corps Philippine Country Director, key Peace Corps staff, and if necessary, to PC Response Washington office.

The Contractor shall work in his/her own workspace and with his/her own telecommunications/ computer equipment external to the PC/P office.

IV. Management and Implementation Arrangements

The Contractor shall work in close coordination with the Peace Corps Response Team to carry out the study. The Peace Corps Response Coordinator (PCRC) and Peace Corps Response Program Assistant (PCRA) will serve as the focal persons in managing the engagement with the Contractor.

During the course of the study, a check-in meeting between the Contractor and Peace Corps Response Team shall be held during the first week of each month upon contract signing, to monitor and discuss progress and other related matters.



The Contractor shall submit the deliverables based on the prescribed schedule for review and acceptance by Peace Corps. In the event that there will be comments from Peace Corps, the Contractor will make the necessary revisions before submitting the final version of the deliverables.

The Peace Corps will provide the following:

- 1. Initial set of interview questions for the Contractor's review and feedback
- 2. Training materials, including background information on the Peace Corps, PC/P, and the PC Response Program

All documents, unless otherwise specified, will be provided in English.

V. Qualifications of the Contractor

The Contractor shall have demonstrated social research experience, management skills, and the academic preparation to carry out the PCR Program Evaluation Study with a competent research team.

Specific qualifications for the Contractor/Team Lead are described below:

- 1. Conducted at last three (3) surveys, each with n>300 in the last 5 years;
- 2. Conducted at least three (3) qualitative studies in the last 5 years;
- 3. Experience in selecting, training and managing field staff;
- 4. Has a Master's Degree or comparable experience in Sociology, Social Work, Psychology, Linguistics, Anthropology or other related fields;
- 5. Has flexibility and ability to work under a wide range of field conditions;
- 6. Experience in writing quantitative & qualitative research/evaluation reports;
- 7. Is fluent in both written and spoken Filipino is required. Fluency in both written and spoken English is preferred.
- 8. Must be able to travel throughout the Luzon and Visayas islands on multiple overnight trips.
- 9. Must have proficient computer and presentation skills.

VI. Period of Performance

The Period of Performance shall be 15 weeks with the following specific weekly timelines:

Key Deliverables	Timeline
Inception Report and Work Plan	1.5 weeks
Detailed Methodology	2.5 weeks



Pre-test Questionnaire and Training	1 week	
Data Collection	4 weeks	
Data processing and cleaning	1.5 weeks	
Statistical analysis / transcripts	2 weeks	
Final Report and Presentation	2.5 weeks	
Total:	15 weeks	

VII. Budget and Payment schedule:

This evaluation study has a fixed budget-cost not to exceed Php 720,000.00 (US\$15,000.00). Below are the suggested payment terms of the contract.

The Contractor shall be paid <u>within 30 days</u> upon acceptance by the Contracting Officer (or his/her designate) for performance under this contract and receipt of proper vouchers for each deliverables. Payment for work under this contract shall be made in accordance with Section 2, 3, 4 and 6 as the following deliverables are completed:

Deliverable	% of
	Contract
Inception Report and Work Plan	10
Detailed Methodology, Instruments	15
and Pre-testing	
Training	15
Data Collection Transcripts and Key	25
Findings	
Draft Report	15
Final Report and Presentation	20

Amounts payable to the Contractor shall be paid via Electronic Fund Transfer (EFT) to the bank account indicated in the Peace Corps vendor data file for the Contractor.

VIII. Proposal

PC/P invites interested Research Evaluators/Contractors to provide a proposal in English that includes:

- 1. Contractor qualifications and prior experience to meet requirements found in Section V.
- 2. Proposed research work plan, interviewer's qualifications and training plan, implementation work plan and timeline.



- 3. Breakdown of costs for interviews, compensation for the Contractor-Team Lead and interviewers, cost for transportation, meals and lodging, venue, communications, rentals, FGD costs, and other costs (copying, translation, etc.).
- 4. Total Fixed Price for fulfilling the contract must not to exceed Php 720,000.00 (US\$15,000.00).

IX. Evaluation Factors for Award:

PC/P anticipates awarding a fixed price contract resulting from this solicitation, to the responsible offer or whose offer conforms to the solicitation and will be most advantageous to Peace Corps, with price and other factors considered. PC/P will use the following factors, listed in the order of importance, to evaluate offers:

- 1. The qualifications of the Contractor-Team Lead as defined in Section V, Qualifications of the Contractor.
- 2. Clarity of written proposal.
- 3. Technical approach and methodology as detailed in the research work plan.
- 4. Budget presented / Price (cost effectiveness is a competitive factor).

The lowest priced quote does not automatically guarantee the award. All evaluation factors will be considered in making the decision. The award will be given to the total quote that offers the best value and merit in accordance with the above evaluation factors.

Interested parties can contact Mr. Erniko Vila at (02) 8833-6420 with questions at any time prior to the deadline for submission. Proposal documents shall be submitted in English, no later than 4:30pm on August 14, 2021, by email to evila@peacecorps.gov.

It is expected that the contract will be negotiated and finalized by August 27, 2021.

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#### **Frequently Asked Questions**

#### What are the characteristics of a Host Country Agency?

- is a national or local government agency or a government-recognized not-for-profit organization, school or university in the Luzon and Visayas islands,
- has professional staff with strong interest in working with an American volunteer,
- has the resources to provide the PCRV housing accommodation andwork-related transportation expenses,
- is compliantwith safety and security regulations of USPC.

# What are some characteristics of an ideal PCRV work assignment?

- ✓ there is an identified need for technical assistance consistent with the priority program areas of PCR
- has concrete and measurable project deliverables for the PCRV,
- focus on skills transfer and clear indicators for sustainability,
- And the set of the

#### What is the counterpart contribution expected of a Host Country Agency?

- housing accommodation sincludingutilities- options: an apartment, guest house, dormitory, or living with a host family,
- ✓ travel expenses for work related activities,
- office space and access to necessary equipment and office supplies.

#### Does the PCRV receive a salary?

- No, USPC only provides the PCRV with a modest living allowance to enable them to live within the standards of their Filipino host communities. The money is spent for personal expenses such as food, books, toiletries, personal travel, communications, etc.
- PCRVs are professional volunteers and therefore not paid consultants, contractors or employees of the U.S Government.

#### Who provides for the medical care of the PCRV?

- The PC Medical Office (PCMO) provides extensive health & wellness training to PCRVs and is responsible for supporting their medical needs throughout their service.
- Should the PCRV become sick or injured, expenses for the PCRV's care which includes hospitalization, travels, medical evacuations and accompaniment will be paid by USPC.

#### How to Request a PCRV?

- **CONTACT** the Peace Corps Response-Philippines office in Manila to signify interest to host a PCRV and request for an appointment. The meeting can be arranged at the USPC office or at the requesting agency office.
- MEET with the Response Program Coordinator for orientation of the PC Response program, areas of PCRV technical support, potential PCRV project deliverables, timelines of PCRV placement, partnership commitments, review of documentary requirements, and other related matters.
- **DRAFT** the PCRV Position Description with USPC outlining the terms of reference of the PCRV assignment. It includes thekey summary information on the project background, PCRV roles & responsibilities, project deliverables, and working conditions of the assignment.

SUBMIT the Philippine National Volunteer Service Coordinating Agency (PNVSCA) Volunteer Request Form and Letter of Intent signed by the Head of the requesting Host Country Agency to the USPC office.

4

SIGN the PC Memorandum of Understanding(MOU) to formalize partnership.



#### MILOSIL "Milo" EDLES CRUZ Response Program Coordinator mcruz2@peacecorps.gov 0920 904 6917

#### KHRISTALE "Tale" DEL ROSARIO Response Program Assistant tdelrosario@peacecorps.gov

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# PEACE CORPS RESPONSE VOLUNTEERS

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RESPONSE PROGRAM PRIORITIES

EARCH PAPER

JANUARY 11 & 18,2020 RESTREE CONEXITON HEL

> Disaster Risk Reduction & Management Environment Education Children, Youth, and Family HIV/AIDS

# The Peace Corps Response Program

Peace Corps Response (PCR) is a unique and innovative program that mobilizes experienced and technically advanced American professionals to serve in short-term volunteer service to countries worldwide. The Peace Corps Response Volunteers (PCRVs) serve for a minimum period of seven months up toone full yearto respond to specialized technical needs that are not suitable for the 2-year volunteer assignments.

PCR specifically aims to increase organizational capacity through skills transfer and application of new practices with partner organizations. This aim is guided by the following 3 overarching goals of the Peace Corps:

- 1. To help people of interested countries meet their need for trained men and women;
- 2. To help promote a better understanding of Americans on the part of the peoples served;
- 3. To help promote a better understanding of other peoples on the part of Americans.



## **Program Background**

The PCR program was launched 25 years ago in 1996 but was only introduced in the Philippines in 2007,one year after a super typhoon hit the Bicol Region. During coordination activities on the disaster relief and rehabilitation efforts with the national and local government agencies, it became evident



that experienced PC volunteers with specific technical skills could play a valuable development role to assist not only in the field of disaster rehabilitation but also in disaster preparedness and mitigation efforts. Since 2008, the PCR program focus in the Philippines has expanded beyond Disaster Risk Reduction & Management assignments. It now also includes Environment; Education; Children, Youth, & Family; and HIV/AIDS among its priority areas. At least 199 PCRVs have served in the country from 2007 to 2019.

# The Peace Corps Response Volunteer

The PCRV service is open to Returned Peace Corps Volunteers (RPCVs) and non-RPCVs with a substantial amount of international development experience and higher academic background. They bring years of professional work experience as they are chosen primarily on the basis of their technical background and expertise needed by Host Country Agencies. The PCRVs are selected from a pool of professionals with a range of specialized skills. These skills include, but are not limited to, the following:

- Ecotourism Development
- Special Education

- Coastal Resource Management

- Monitoring and Evaluation
- Information Technology HIV/AIDS Programs
- Outcomes-Based Education Child/Youth Development
- Curriculum Development Solid Waste Management
- Rural/Urban Planning and Development
- Disaster Risk Reduction and Management

# Working with PC Response

PC Response's strategy of working with Host Country Agencies in both urban and rural areas with focus on capacity building reinforces United States Peace Corps' (USPC) long and credible reputation in successfully assisting communities through sustainable developmental projects. PCRV are specifically assigned to national & local government agencies, state universities & colleges, and non-governmental organizations.

The project assignments of PCRVs are based on the identified need/s of the Host Country Agency (HCA) requesting for a volunteer, so long as these are within the PCR-Philippines priority program areas. Peace Corps Response works with each HCA to develop a client-centered PCRV position description that determines the rationale for PCRV intervention and its deliverables. A Memorandum of Understanding between USPC and the HCA is also executed to formalize the partnership that outlines the commitments of both parties.

The two arrival dates of PCRVs are March and September every year. The submission and approval of the PCRV position description is required at least six months before the scheduled arrival of the PCRV to allow enough time for the recruitment and selection process.







RPS .

Data in this report are drawn from the most recent available statistics from United States Peace Corps Philippines .

For any corrigenda found subsequent to printing, please email us at info@ph.peacecorps.gov.

FRONT COVER: Coastal Resource Management Peace Corps Volunteer holds mangrove seedlings. She is a CRM PCV who participated in the mangrove tree planting activity in Bataan. Photo by Razcel Jan Salvarita, Coastal Resource and Management (CRM) Technical and Cultural Facilitator for Pre-Service Training.



# 2018 Annual Report

### MESSAGE FROM THE EXECUTIVE DIRECTOR OF PNVSCA

"PCVs have selflessly served as catalysts for change at the community level by working hand-and-hand with their Filipino counterparts and local partner institutions." The Philippine National Volunteer Service Coordinating Agency (PNVSCA) joins Peace Corps Philippines in celebrating another year of meaningful volunteer program implementation with its more than 200 Peace Corps Volunteers (PCVs) deployed in the country in 2018.

Through the years, the PCVs have selflessly served as catalysts for change at the community level by working hand in hand with their Filipino Counterparts and local partner institutions to enhance teacher and learner competencies; strengthen organizations in providing better services to children, youth and families; support the protection, conservation and management of coastal and marine resources; provide technical assistance for climate change adaptation and disaster risk reduction management, and other efforts. Indeed, the engagement of PCVs in development is relevant towards building and enhancing the capacity of partner institutions and communities for sustainable local development. The partnership that PCVs and their Counterparts enjoy also fosters intercultural bonds and friendships that allow mutual learning and sharing.

The PCVs' contribution to community development is attested by the results of the reviews of the Children, Youth, and Family (CYF) and Coastal Resource Management (CRM) programs in 2018. Further, the experiences of the PCVs truly illustrate that beyond technical assistance, international volunteering even transcends socio-cultural differences to bring about better understanding and solidarity among communities and nations.

We greatly value the contribution of both international and local volunteers to achieve our national development goals and the collective aspirations of the Filipino people or AmBisyon Natin 2040, that is, for Filipinos to enjoy a "Matatag (strongly rooted), Maginhawa (comfortable), at Panatag na Buhay (secure life)" by 2040.

As we move forward, may we all have a rewarding journey filled with malasakit (compassion), pagbabago (positive change), and patuloy na pag-unlad (progress). Let us keep the spirit of volunteerism alive as we inspire people and groups to contribute their talents and expertise for global development and harmony.

Mabuhay!

Joselito C. De Vera PNVSCA Executive Director



### MESSAGE FROM THE COUNTRY DIRECTOR OF PEACE CORPS PHILIPPINES

"It is through their grass-roots work, strong intercultural bonds and friendships that we all remain committed to continue learning and sharing with our communities and partners in the Philippines." Dear Friends and Partners,

On behalf of the Staff and Volunteers of Peace Corps Philippines, I am pleased to present our 2018 Annual Report of the United States Peace Corps Philippines Program.

Since arriving in the Philippines in 1961, nearly 10,000 Peace Corps Volunteers have responded to the call to serve in our Filipino communities. While priorities may have evolved over time, the energy, the positivity, and the ingenuity of Volunteers and Counterparts working side-by-side to address the priorities of the Philippines is steadfast. Through our national partner PNVSCA, the Philippine National Volunteer Service Coordinating Agency, we remain committed to responding to the Philippines priority areas of Education; Children, Youth and Family; Coastal Resource Management; and Disaster Risk Reduction and Management.

In this report you will find updates on our progress in meeting the goals and objectives of our programs. The success of our program is due in large part to the strong partnerships that have been created over the many years. We would like to express our deep appreciation to the Department of Education (DepEd); the Department of Social Welfare and Development (DSWD); and the many Local Government Units (LGUs) and their communities for welcoming our Volunteers and opening their hearts and homes during service. With their support and commitment, our Volunteers can engage in productive and meaningful service.

And finally I wish to acknowledge the commitment, tenacity, energy, and spirit of cooperation that our Volunteers bring to the communities of the Philippines. It is through their grass-roots work, strong intercultural bonds and friendships that we all remain committed to learning from and sharing with our communities and partners in the Philippines.



We hope you will enjoy reading this report and learning more about the activities of Peace Corps Philippines.

Maraming salamat po!

Monica Collier Peace Corps Philippines Country Director

# **Promoting Peace and Friendship**

Since its establishment in 1961 by President John F. Kennedy, the Peace Corps has been guided by a mission of world peace and friendship. The agency exemplifies the best of the American spirit by making it possible for Americans to serve—advancing development and building crosscultural understanding around the world. Through this unique approach to development, the Peace Corps is making a difference in the overseas communities it serves, in the lives of its Volunteers, and back home in the United States.

More than 220,000 Volunteers have served in 140 countries since 1961. The Peace Corps advances its mission through the work of the Volunteers, both during and after their terms of service. Rather than providing monetary assistance to countries, the agency sends Volunteers to share their skills and experience while living and working alongside local individuals and communities. This day-to-day interaction provides Volunteers with a unique perspective and the opportunity to partner with local communities in addressing their development challenges and to strengthen mutual understanding.

The Peace Corps Act (1961) articulates three core goals that contribute to the Peace Corps mission of world peace and friendship: (1) to help the people of interested countries in meeting their need for trained men and women; (2) to help promote a better understanding of Americans on the part of the peoples served; and (3) to help promote a better understanding of other peoples on the part of Americans.

Peace Corps Philippines, the second-oldest Peace Corps program, was founded in 1961. Peace Corps Philippines proudly counts nearly 10,000 Volunteers having served in communities throughout the archipelago. Sector focus and Volunteer placements have evolved over the decades to meet the development needs of communities served.

Peace Corps Philippines operates under the coordination of the Philippine National Volunteer Service Coordinating Agency (PNVSCA). PNVSCA is subordinate to the National Economic and Development Authority (NEDA) and mandated to coordinate all domestic and foreign volunteer organizations in the Philippines.

Volunteers serve for 27 months and receive technical, cultural, and local language training throughout their service. Some PCVs extend their service in the country from 6 months to a year and continue their work at their original placement sites or choose to work alongside staff as Peace Corps Volunteer Leaders and support fellow PCVs.

Today, 216 Volunteers are serving in the Philippines, working in three areas: Education; Children, Youth and Family; and Coastal Resource Management. In addition, Peace Corps Philippines manages a Peace Corps Response Program consisting of shorter term, more highly skilled Volunteer placements of approximately seven months. 216

Peace Corps Volunteers serving in the Philippines

**49** Children, Youth, and Family Volunteers

**75** Coastal Resource Management Volunteers

**51** Literacy in Education Volunteers

**41** Peace Corps Response Volunteers

# **Peace Corps Placement by Region**



Cordillera Administrative Region (CAR) Ifugao Benguet

National Capital Region (NCR) Paranaque City Pasay City Pasig City Quezon City Taguig City

Region 1 – Ilocos Region Ilocos Norte Ilocos Sur La Union Pangasinan

**Region 2 – Cagayan Valley** Cagayan Nueva Viszcaya

Region 3 – Central Luzon Zambales

**Region 4B – MIMAROPA** Mindoro Oriental Marinduque Romblon

Region 5 - Bicol Region Camarines Norte Camarines Sur Albay Sorsogon

Region 6 - Western Visayas Antique Capiz Iloilo Guimaras Negros Occidental

Region 7 - Central Visayas Bohol Cebu Negros Oriental Siquijor

Region 8 - Eastern Visayas Leyte

Southern Leyte

Northern Samar

Western Samar

AT DISIPLINADO ANG MGA KABARANGAY SA PAMAMAGITAN NG PAGCONDUCT NG SEMINAR TUNGKOL SA WASTE SE-GREGATION.

Filipino youth will improve their quality of life by actively participating in the healthy development of their own lives, in their communities and in the world of work.

**Goal 1: Healthy Life Styles**. Youth will apply the skills necessary to lead healthy, responsible, and productive lifestyles.

Goal 2: Expanding and Complementing the Skills of Service Providers. Service Providers will implement positive youth development programs and activities. Create a SM, CF task for the by crating a timeline tasks by the End



# Children, Youth, and Family

Children, Youth, and Family (CYF) Volunteers serve as youth development facilitators, coaches, and mentors for the disadvantaged segments of Philippine society. This sector focuses on vulnerable children and youth including children in conflict with the law, victims of abuse, abandoned children, and teenage mothers among others. Volunteers help facilitate sessions on life skills, adolescent sexual and reproductive health, sports and physical development, and productivity in the workplace. Complementing this is the goal of enhancing the knowledge and skills among service providers so they can institutionalize positive approaches to youth development and youthfocused project design and management. CYF Volunteers work closely with the Department of Social Welfare and Development (DSWD) in implementing the national government's flagship project on poverty alleviation popularly known as Pantawid Pamilyang Pilipino Program (4Ps). Volunteers assigned in DSWD 4Ps sites primarily facilitate youth development sessions for the high-school-aged beneficiaries of the program.

In addition to the work they do with the 4Ps program, CYF Volunteers also handle different work assignments with government youth groups such as the Pag-asa Youth Association of the Philippines (PYAP), the newly-elected Sangguniang Kabataan (SK) or the local youth council, and other nongovernment organizations (NGOs) serving at-risk youth. Volunteers facilitate youth empowerment camps such as the Girls Leading Our World (GLOW), Boys Reaching Out (BRO), Youth Leadership Training – Project Design Management Camps (YLT-PDM), and diversity camps. These camps aim to develop confidence and leadership skills covering topics such as gender equality, lifestyle choices, reproductive health, domestic violence prevention, and planning for the future. The camps challenge traditional gender roles by addressing health, identity, career, cultural and religious differences.

In 2018, CYF Volunteers focused heavily on empowering young people through the YLT-PDM by organizing and strengthening youth groups in their communities. Volunteers were also instrumental in establishing Local Youth Development Offices (LYDOs) in their communities and in developing the LGU's Comprehensive Youth Development Plan. Local organizations and coastal communities will improve coastal and marine ecosystem productivity, restore profitability of fisheries and ensure food security through integrated coastal management.

Goal 1: Building Community Support and Strengthening Organizations to Sustain CRM initiatives. Local individuals and organizations working in CRM will have a better understanding of the need to and the capacity for protecting and managing their coastal resources over the long term.

**Goal 2: Effective CRM Service Delivery**. Local organizations will effectively manage coastal and marine resources through responsive CRM initiatives and programs in local communities.

**Goal 3:** Other Activities. This goal covers other CRM activities that Volunteers implement that are not in the CRM framework.



# **Coastal Resource Management**

CRM Volunteers are placed in Local Government Units (LGUs) to assist communities in improving coastal and marine ecosystems' productivity, restoring profitability of fisheries, and ensuring food security through integrated coastal management. For 2018, a total of 75 Volunteers served in the CRM project.

In 2018, CRM Volunteers focused on improving coastal and marine ecosystems by enhancing marine protected area management in their respective LGUs. Some of the activities included conducting coastal resources and management awareness programs, leading participatory coastal resource assessments, assisting in developing and updating coastal environment profiles, establishing artificial reefs, exploring coastal tourism activities, and conducting socio-economic and biophysical assessments.

A CRM training was conducted in May 2018 for Batch 276 PCVs and their Counterparts. The 4-day event showcased best practices of Ecological Solid Waste Management implementation from the municipal to coastal barangay levels. Emphasis was on the salient features of Republic Act No. 9003 (Ecological Solid Waste Management Act of 2000), Zero Waste, and the ESWM's institutional structure and conceptual framework. Lectures, actual site visits, and coastal clean-ups were conducted, including a first-hand experience in Waste Analysis and Characterization Study (WACS). The objectives of the training included the following: (1) to identify and integrate the Ecological Solid Waste Management (i.e. segregation at source, segregated transportation, storage, transfer, processing, treatment, and disposal of solid wastes); (2) to identify the solid waste generators, threats, challenges and to propose working solutions in the management of healthy coastal resources; and (3) to formulate action plans to address few specific and practical initiatives of communities' respective SWM needs.

Another major accomplishment is the endorsement of a new project framework. The new framework builds on the learnings of the previous framework with emphasis on adapting sound coastal habitat protection and management practices rather than on legislations. As of September 2018, Batch 277 CRM Volunteers are currently implementing projects under this new framework. Literacy in English Education: Peace Corps Volunteers in Education work with educators, students, learners, and community members to gain access to personal, professional, and academic opportunities through literacy education in English .

**Goal 1: Improve Teaching**. Teachers and literacy workers will improve their own language proficiency and implement studentcentred teaching techniques.

**Goal 2: Raise Student Success**. Students and learners will raise their academic success by improving their language proficiency and literacy in English skills through activities in and out of the classroom.

Goal 3: Increase School Community Participation . Community members will increase participation in their school and student learning through activities that enhance the school community environment.



# **Literacy in Education**

Peace Corps Volunteers in the Education Sector are placed in public elementary and high schools as well as in state universities and colleges (SUCs) where they co-teach with Filipino Counterparts and carry out school-community projects. They co-teach English and other related subjects such as World Culture, Literature, Journalism, Arts, Bookkeeping, Assessment and Teaching Methodologies. Secondary and supplementary activities of Volunteers are carried out depending on the needs identified by the schools. Examples of these activities are implementing remedial reading programs; developing teaching and learning materials; establishing and enhancing reading centers and school libraries; holding camps which focuses on environment, leadership, gender, and reading; and organizing clubs for students.

One batch of Education Volunteers closed their service successfully leaving behind students who have improved reading skills in English and in learning, co-teachers who have shared and learned new ways of teaching and project implementation, and schoolcommunity projects such as libraries and reading centers. At the same time, another set of Education Volunteers arrived and were deployed to schools in different provinces who have been tasked to do co-teaching and supplementary activities such as library development, development of clubs and remedial reading activities. Another batch of Volunteers were on the first half of their service and were continuing with co-teaching and the implementation of their projects.

Volunteers engaged in meaningful reciprocal learning relationships with Counterparts, students, supervisors, and fellow teachers. Volunteers developed networks and accessed grants to support projects being implemented in schools. Respond to critical and specific identified needs or gaps that may be present with partner organizations for increased organizational capacity in program implementation.



# Peace Corps Response

Peace Corps Response is a unique and innovative program that mobilizes experienced and gualified professionals to serve in short-term technical assistance to countries worldwide. Peace Corps Response Volunteers (PCRVs) generally serve for an average period of seven months and are placed in specialized and need-based assignments. The Response program specifically seeks to respond to critical and focused technical needs or gaps in organizations. Peace Corps Response partners with national and local government units, state universities and colleges, and non-governmental organizations which aim to increase capacity through transfer of technology and application of new practices.

Assignment opportunities are open to **Returned Peace Corps Volunteers** (RPCVs) and non-RPCVs with a substantial amount of international development experience or with significant professional and technical experience. In the Philippines, the five program areas where the Peace Corps Response program may provide assistance are: (1) Disaster Risk Reduction and Management (DRRM); (2) Environment; (3) Education; (4) Children, Youth, and Family (CYF); and (5) HIV/AIDS. The Response program complements the three two-year sectors/projects.

Over the past year, 27 PCRVs have been placed in the Philippines: 8 in DRRM, 10 in Environment, and 9 in Education who have worked closely with various partner organizations and Filipino Counterparts who requested capabilitybuilding and technical support.

One project worth mentioning was done by the Rural Planning and Development Specialist assigned in one of the eight campuses at Cagayan State University (CSU). The project focused on GPS surveying and data visualizing as well as publishing a series of comprehensive land use maps for the university. The PCRV eventually expanded the project to cover all other campuses which consequently met national accreditation standards required of the university. The PCRV's expertise paved the way for the creation of a visual road map of current and future developments that will promote increased productivity and facilitate efficient land use, planning, monitoring, and evaluation. The PCRV embodied exceptional flexibility and determination, worked closely with local Filipino Counterparts, and became outstandingly successful in his service.





# Padayon Mindanao 2.0

Padayon Mindanao 2.0 is a project funded by the United States Agency for International Development (USAID) and implemented by Peace Corps to promote cross-cultural exchange among Alternative Learning System (ALS) teachers and peer youth educators from conflict-affected areas in Mindanao. While a majority of the participants were from Mindanao, some participants came from the rotating regions which hosted the project. Peace Corps Volunteers worked with their Mindanao and host region Counterparts in developing and facilitating the sessions during the camps.

In 2018, Padayon Mindanao trained a total of 216 ALS educators and 216 Outof-School Youths (OSYs) and Community Youth Leaders (CYLs) during the four Educate and Engage to Empower (E2E) and four Train to Teach (T2T) camps. The project hosted two Partners Conferences with different stakeholders. The youth and leadership E2E camps focused on building skills in problem solving, confidence, leadership, and cross-cultural understanding while the T2T camps for ALS teachers focused on teaching techniques and conflict management. The youth and teacher participants also organized 21 E2E camps and 108 T2T camps in their respective communities, adapting Padayon Mindanao strategies.

A total of 400 teaching/learning materials were developed by the trainers and distributed to the participants during the E2E and T2T events. As a show of support and recognition for the project's achievement, DepEd pledged to use the materials as a supplemental resource.

An external auditor evaluated the project through an impact study that validated the outputs and outcomes of the project. It conclusively cited the success of Padayon Mindanao 2.0 in training ALS educators, OSYs, and CYLs. The study moreover underscored how the improved ability and skills of the youth and teachers impacted their communities in Mindanao.

#### Awards and Recognition

Padayon Mindanao is grateful for the numerous awards and recognitions it received from its partners:

- DepEd Region IX
- Municipality of Parang
- Cotabato City
- General Santos City



ABOVE: Peace Corps Volunteer Annalisa with Moxie, Padayon Alumni Volunteer, conversing as they plan for their T2T sessions.

The first part of being involved in this program was attending the Training of Trainers (TOT), where we PCVs and the Padayon Alumni Volunteers (PAVs) would work together to create the needed sessions for the actual T2T camp with the participants of 64 ALS professionals from the CAR and Mindanao regions of the Philippines. Getting to know the Padayon Mindanao project staff and the four diverse and amazing PAVs during TOT was so fun. We stayed busy preparing for the actual camp, but had fun even while staying busy. From taking regular selfies at the start of each day, games and team-building activities, shopping for supplies, and to setting up breakout rooms, there was plenty of laughter and fun mixed in. It was also amazing to be paired with my PAV buddy, Ate Moxie. Despite our different backgrounds, personally and professionally, she and I were able to build a meaningful relationship. We planned our sessions blending creative ideas from each of us, and I can confidently say that the sessions wouldn't have been nearly as creative or engaging if it had not been for that team effort. We bounced well off each other's ideas and had a fun cofacilitating groove in our breakout sessions. We were like two halves working together of one heart. I am truly grateful for the opportunity to have been paired with her and to have gotten to know her.

#### Annalisa Blackham CYF Peace Corps Volunteer



ABOVE: Peace Corps Volunteer Kayla Valley with Padayon Mindanao E2E camp youth participants.

As a PCV, I heard so many great things about Padayon Mindanao like it being extremely rewarding, a lot of long nights, and one of the best parts of service. Well, the rumors were true plus so much more. Traveling to Baguio was so exciting but so surreal. I couldn't believe I was one of the eight Volunteers chosen to be a learning facilitator, because Padayon Mindanao is really competitive and selective.

Participating in the TOT Camp was awesome. Anytime that there is a training, I'm always ready to learn new strategies and processes. However, this one was a bit different. "Break the rules" and "trust the process" were pretty much the guidelines in preparing for the E2E Camp. When I was session planning or decorating our assigned room with my buddy, Jacquelyn, I had to remember to "trust the process." We may have different opinions, but it's best to communicate and trust the process. During the E2E camp sessions, if something did not go as planned, I had to remember, "It's okay for the rules to be broken. Trust the process." When Tribu Ba came to request a live chicken and real fire for their performance, all we could do was "trust the process." By remembering these two things, TOT and E2E were less stressful and in fact more effective and rewarding.

#### *Kayla Valley* Education Peace Corps Volunteer





Peace Corps puts a premium on strengthening relations with government agencies, non-profit organizations, and the civil society for the mutual benefit of providing access to basic community services to the marginalized population. Partnerships allow Peace Corps to work closely with line agencies to provide better service in meeting the goals and visions of the country. It increases and maximizes the use of shared resources among organizations for stronger impact and secures cooperation among the stakeholders to promote common ideals and values. Partnerships also give valuable opportunities to network with the larger pool of support systems ensuring that agencies fulfill a wide spectrum of services that complement each other.

Peace Corps recognizes the importance of building cooperation among partner agencies that help provide the structure and guidance by which we build our implementation plans and strategies. Our partners help shape the direction of our organization so that students, educators, youth, social workers, fisherfolk, local government agencies, and beneficiaries in general all have the ability to benefit from the technical resources that Peace Corps provides. Specifically, they help identify country needs and priorities, where Volunteers should be deployed, and what training is relevant to fully prepare our Volunteers for the work expected of them. The commitment and support that partners provide is invaluable in meeting the needs of the communities we serve.

# Peace Corps Renews MOU with DepEd and PNVSCA

In 2018, Peace Corps renewed its partnership with DepEd and the Philippine National Volunteer Service Coordinating Agency (PNVSCA) through a new Memorandum of Understanding (MOU). It was signed by DepEd Secretary Leonor Magtolis Briones, PNVSCA Director Joselito de Vera, and Peace Corps Country Director Monica Collier on December 17, 2018.

The MOU is an agreement renewed every five years that sets forth expectations, roles, and responsibilities of Peace Corps, PNVSCA, and DepEd in the design, promotion, implementation, evaluation and continuous support of projects and activities related to the Peace Corps Philippines Education Sector, and it covers all levels of governance of DepEd from elementary school to higher education. This ensures the continued placement of Peace Corps Education Volunteers in public elementary and secondary schools in priority provinces. Volunteer placement in state universities and colleges (SUCs) is covered by a separate Memorandum of Agreement (MOA) with each SUC President and is valid for the two-year duration of the Volunteer's service. With the renewal of the Memorandum of Understanding (MOU) between Peace Corps, DepEd, and PNVSCA on the horizon, Director Margarita Ballesteros of the International Cooperation Office (DepEd) called for a meeting on August 29, 2018 at the SEAMEO-Innotech compound. The meeting laid the basis for the next steps on the renewal of the MOU. Peace Corps presented the Education Framework and Response Framework, the process for site selection and placement of Volunteers, and Volunteer accomplishments. DepEd Assistant Secretary Alma Ruby Torio presided over the meeting. With her were directors from the Central Office and the different DepEd regions, representatives from the National Educators' Academy of the Philippines (NEAP), and Education Program Supervisors. PNVCSA representation was led by Ela Victoria Sarmago, its Chief for Program Coordination, Monitoring and Evaluation Division. Peace Corps Director for Programming and Training Wendy Slee led the team of Peace Corps attendees.



**ABOVE:** Rowena Bernal, Education Program Manager, discussing the Foreign Volunteer Deployment Framework during the Partnership Meeting of Peace Corps, DepEd, and PNVSCA.

# **Peace Corps and IBM Partnership**

In December 2015, the Peace Corps and IBM launched an innovative public-private partnership to allow highly skilled corporate professionals to serve overseas in short-term, high-impact *pro bono* consulting assignments through the Peace Corps Response (PCR) program.

The IBM Corporate Service Corps (CSC) was created in 2008 to help solve some of the most challenging problems in communities around the world while providing IBM employees with unique leadership development. Participants spend four weeks in groups of ten to fifteen working collaboratively with their host government and community Counterparts to present recommendations that address issues including economic development, energy and transportation, education, healthcare, environmental issues, and other challenges in emerging markets around the world.

Through this innovative partnership, the Peace Corps Response program engages teams of IBM's top global talent to collaborate in providing technical support to Local Partner Institutions (LPIs).

The Philippines, being one of the three countries to pilot this special partnership, had its first project with the International Rice Research Institute (IRRI) in Los Banos, Laguna in 2016. The PCRV and the IBM-CSC participants helped build the capacity of IRRI's voluminous research information assets through digitization, big data analytics, and cloud computing among other IT transformation strategies. In 2017, the Peace Corps and IBM partnered with the Philippine Atmospheric, Geophysical, Astronomical Services Administration (PAGASA) and the Philippine Institute of Volcanology and Seismology (PhiVolcs). Both are government frontline agencies under the Department of Science and Technology (DoST) located in Metro Manila. Three PCRVs and the IBM-CSC team focused on providing technical support towards enhancing timely and accurate

information on disaster preparation response through technology-based information dissemination channels.

In 2018, its third year, the partnership was with the Department of Science and Technology (DOST) and the Food and Nutrition Research Institute (FNRI) in Taguig City. Two PCRVs and the IBM-CSC team focused on improving the Information Technology structure and strengthening knowledge management within the DOST. This time, the duration of assignment required seven months of service compared to three months during the first partnership and five months for the second partnership. While the PCRVs and the IBM-CSC participants worked as a team, the PCRVs' goals were to help build the capacity of the organization and to help maximize the productivity and sustainability of IBM-CSC intervention. The PCRVs facilitated on-the-ground preparations and scope of work for the IBM-CSC participants three months prior to their arrival and followed through the project transition and sustainability of interventions for another three months after the one-month IBM-CSC participants' service.

All three partnerships were successful and embodied dynamic work outcomes with the LPIs in collaboration with IBM-CSC participants. The partnership met its objective of helping to reinforce and institutionalize knowledge management as an IT strategy.

# Peace Corps and Habitat for Humanity Partnership

In October 2018, Peace Corps and Habitat for Humanity (HFH) Philippines entered into an informal partnership in conducting leadership training for youth in different communities. HFH provided the module and training content for the PCVs and their Counterparts that required them to roll out trainings for at least 120 youths at their respective sites. HFH will provide some funding for the roll-outs.

25 Peace Corps Volunteers and 23 Filipino Counterparts participated in two batches of six-day trainings with Habitat for Humanity Philippines last November and December 2018 under the initiative of Habitat Young Leaders Build (HYLB) Leadership Academy. The training provided the participants with the knowledge, skills, and materials they can utilize in organizing and implementing future youth trainings. The training materials consisted of ten modules with the themes Lead Yourself, Lead With Others and Change Your World. These modules were developed by HFHI through the Center for Creative Leadership (CCL), a global leadership development organization. Eight of the ten modules focus on leadership, and two modules focus on sustainable communities. Topics covered include critical thinking, communication, problem solving, and human relations skills.



**ABOVE**: Education Peace Corps Volunteers with their Program Staff pose for a photo after the Habitat Training of Trainers. **RIGHT:** Peace Corps Volunteer William Wierichs facilitating a session at one the of roll-out trainings.





# **Peace Corps Small Grants**

In FY2018, 43 Volunteer projects were funded through Peace Corps. Of these, 36 projects (9 EDU, 5 CYF, and 22 CRM) were implemented by Volunteers from batches 275 and 276 while Peace Corps **Response Volunteers implemented 7** projects. As an organization, Peace Corps is able to direct funds to Volunteers through partnerships with other donor organizations. Two main funding options for Volunteers are available. The Peace Corps Partnership Program (PCPP) allows partner organizations and individual donors to fund livelihood and sector-specific Volunteer projects while USAID/SPA (Small Projects Agreement) funds education and environment projects. This year, 4 Let Girls Learn, 5 World Connect Grants, 13 PCPP, and 21 SPA projects were funded.

USAID initiated a SPA IV Global Evaluation in five countries: Morocco, Philippines, Rwanda, Malawi, and Peru. During the first quarter, a twelve-day field visit was conducted. The evaluation identified common actions, approaches, and conditions across all types of SPAfunded grant activities that contributed to effective and ongoing community-led development. The following objectives for the ownership of development in the evaluation were: (1) to understand whether and how SPA-funded grant activities support broader local communities served and (2) to identify lessons learned and good practices for locally-owned, community-driven development. Interviewees included project beneficiaries, project implementers, and community leaders.

In 2018, 19 SPA projects were visited and more than 150 field staff and beneficiaries participated in the global and local evaluations.

The results of the evaluation showed that sustainable projects involved several elements that were necessary for success: having dedicated staff who implement the projects, strong leadership to support them, having host country agency resources providing more than the required strong leadership to support them, having host country agency resources providing more than the required 25% contribution, and constant information dissemination and buy-in at the community level.

Emphasis on capacity-building among partners, local staff, and beneficiaries increased the likelihood that projects were sustained beyond the service of the PCV. The role of the Volunteer was likewise crucial in the success of implementation. A PCV who is culturally integrated, has a solid grasp of the local language, has a strong work ethic, and possesses specialized technical skills will most likely be successful in implementing community projects that are effective and sustained.


There seems to be a pattern for projects that are less successful. Even if the PCV has a very positive personality and work attitude, projects are not sustained if the project site is not the PCV's primary assignment, if capacity-building among local staff is not integrated in the design of the project, if the beneficiaries simply graduate and move on without proper turn-over and training for those left behind, if there is a shift in leadership and/or priorities of the host agency, and if there is no funding for sustainability and maintenance.

PCV projects are both numerous and diverse. It is not about what projects were funded but rather which projects were actually sustained. Whether projects are funded from grants or from local resources, Peace Corps puts a premium on projects addressing basic needs that can be implemented within the two-year service of a Volunteer. PCVs' working hand in hand with their local Counterparts on community projects is the first step in a successful service.

### International Visitor Leadership Program

Every year, the U.S. Embassy sends Philippine participants to the United States for an all-expense-paid program to engage with professional counterparts and experience American culture. IVLP is the U.S. government's premier professional exchange program. Current and emerging foreign leaders in different fields of expertise from all over the world meet and cultivate lasting relationships with their American counterparts. Peace Corps Philippines is privileged to send some of the best Filipino development workers to the U.S. through the IVLP. The nominees are from local partner agencies to which Volunteers are assigned. Counterparts and supervisors working alongside PCVs are some of the most passionate Filipinos who tirelessly strive to make their communities better.

In 2018, the Project Director of our NGO Partner JPCom-Cares STAC (Stimulation Therapeutic Activity Center) in Baguio City, Ms. Marie Belle Chulipa, was selected to participate in the IVLP 2018: Human Centered Design and Accessible Physical Environment track. Marie Belle is a long-time partner of Peace Corps as she works alongside Volunteers assigned in Baguio City.

Aside from participating in the IVLP exchange program, she also received the prestigious Ninoy and Cory Aquino Award for Public Service in 2018 for her work toward improving the lives of children with disabilities and their families in the Cordilleras.

The Embassy established the *Ninoy Aquino Awards* in 1988 to commemorate Senator Ninoy Aquino's significant contribution in the fields of journalism and public service. In 2009, following President Corazon Aquino's passing, the award was renamed *Ninoy and Cory Aquino Awards* to honor President Cory Aquino's efforts to strengthen Philippine democratic institutions. The United States Embassy annually selects two Filipinos – one journalist and one public servant or civil society leader – who have made important contributions to Philippine society.

### Write-On! 2018

Three students and one professional from the Philippines won in the Write On! International Competition 2018.

Write On! is an international English-language creative writing competition conducted annually by Peace Corps Volunteers and Host Country Nationals in 20 Peace Corps countries worldwide. It is focused on encouraging creative and critical thinking in students who are learning English as a second language. There is a national round run by PCVs at their posts and an international round run by PCVs in the Republic of Georgia.

Write On! is held every February. Students in 6th through 12th grade, all levels of university, and professionals can participate. In the Philippines, about 800 students and professionals from Ifugao, Benguet, Ilocos Norte, La Union, Nueva Vizcaya, Capiz, Romblon, Sorsogon, Antique, Iloilo, and Negros Occidental joined the competition. The contest proper was facilitated by PCVs. Participants were given two prompts to choose from and one hour to write their responses in English. At the end, essays were collected and submitted for national judging by a panel of Peace Corps Volunteers. The panel selected the top three winners for each level. The first-place entries in the national round were forwarded to the international panel in Georgia and were judged against other first-place entries from the other participating posts. Prior to the competition, PCVs and their Filipino Counterparts conducted creative writing workshops to help participants prepare.

The national and international winners from the Philippines received certificates from Peace Corps and prizes from the US Embassy Regional English Language Office.



PEACE CORPS PHILIPPINES 6<sup>th</sup> Floor PNB Financial Center, Macapagal Blvd., Pasay City 1301 Tel. No.: (02) 8833.6420; Fax No.: (02) 8833.6425 Website: https://www.peacecorps.gov/philippines/

#### RECEIVED DEPARTMENT OF FOREIGN AFTAINS I.T. COMMUNICATIONS AND RECORDS DIVISION 17 AUG 2015 EMBASSY OF THE UNITED STATES OF AMERICA CRD

No. 1734

The Embassy of the United States of America presents its compliments to the

Department of Foreign Affairs of the Republic of the Philippines and has the honor to

provide the Department an updated list of U.S. Government agencies that constitute the

U.S. Mission in the Philippines and as such are entitled to diplomatic immunities and

privileges in accordance with the Vienna Convention:

- 1. U.S. Department of State
- 2. American Battle Monuments Commission (ABMC)
- 3. Broadcasting Board of Governors/International Broadcasting Bureau (BBG/IBB)
- 4. Defense Attaché Office (DAO)
- 5. Drug Enforcement Administration (DEA)
- 6. U.S. Citizenship & Immigration Services (USCIS)
- 7. Homeland Security Investigations (HSI)
- 8. Department of Justice (DOJ)
- Department of Justice Overseas Prosecutorial Development Assistance & Training (DOJ-OPDAT)
- 10 Department of Justice International Criminal Investigative Training Assistance Program (DOJ-ICITAP)
- 11. U.S. Department of Agriculture/Foreign Agricultural Services (USDA/FAS)
- 12. U.S. Department of Agriculture/ Animal and Plant Health Inspection Service (USDA/APHIS)
- 13. Foreign Commercial Service (FCS)
- 14. Foreign Commercial Service/Asian Development Bank (FCS/ADB)
- 15. Fleet Postal Office (FPO)
- 16. Fleet Support Office (FSO)
- 17. Joint United States Military Assistance Group (JUSMAG)
- 18. Legal Attaché Office (LEGATT)

- 19. Library of Congress (LOC)
- 20. Millennium Challenge Corporation (MCC)
- 21. Naval Criminal Investigation Service (NCIS)
- 22. Peace Corps (PC)
- 23. Commander Pacific Command Representative Phils. (CDRPACOM REP PHILS)
- 24. Transportation Security Administration (TSA)
- 25. U.S. Delegation to the Asian Development Bank (USADB)
- 26. U.S. Agency for International Development (USAID)
- 27. U.S. Department of Veterans Affairs (USDVA)
- 28. U.S. Department of Treasury/Office of Technical Assistance (OTA)

The Embassy of the United States of America avails itself of this

opportunity to renew to the Department of Foreign Affairs the assurances of its

highest consideration.

Embassy of the United States of America Manila, 17 August 2015



# U.S. Embassy Manila

July 2013

U.S. Embassy Manila is one of America's largest overseas posts. Strategically located between the South China and Philippine Seas, southeast Asia's oldest democracy has grown into an influential regional player. A \$227 billion GDP and its central location underscore its economic and geographic importance. Comprised of 7,107 islands, the Philippines is the 12th largest country in the world and covers 115,380 square miles, roughly the size of Arizona. Its 90 million inhabitants make their homes across over 80 provinces within the principal regions of Luzon, Visayas, and Mindanao. The capital city, Manila, attracts millions of workers from the surrounding provinces—many of whom commute into the city daily. There are 11 metro areas, including the large cities of Cebu and Davao, whose economies are centered on industry and manufacturing. Manila itself is still the largest industrial area, representing 33% of the Philippines' GDP.



Protect Americans living, working, and travelling in the Philippines.

Support prosperity and sustainable growth and promote trade/investment in the Philippines.

Transform governance and protect human rights.

Promote core American values such as human rights, democracy, and rule of law.

Defeat terrorists and foster peace within the Philippines and throughout the region.

# OUR PEOPLE

Embassy Manila employs 400 Americans and 1,250 Filipino local staff and hosts 126 Peace Corps volunteers. We represent 27 U.S. agencies and executive departments including: State, Defense, Justice, Commerce, Agriculture, Health & Human Services, and Homeland Security (Citizenship, Immigration and Customs Enforcement, and Transportation Security).

The Consular Section (CONS) is one of the largest consular sections in the world. It processed 232,000 non-immigrant visas in FY-2012, while operating the third busiest immigrant visa unit worldwide, processing almost 63,000 immigrant visas the same year. American Citizen Services (ACS) assists the 350,000 Americans living here. The Social Security Administration Section provides benefits valued at \$500 million to more than 100,000 recipients.

The Economic Section (ECON) promotes the interests of American business and economic policy, including securing America's economic foothold in the region, promoting exports for the sake of American economic recovery and quality jobs back home, and assuring a level playing field for American companies competing in the Philippines. It also promotes environment, science, and technology issues.

The Political Section (POL) works to ensure broad support for U.S. policies, including on regional and global issues. POL promotes closer cooperation with the Philippines on defense, security, law enforcement, and counterterrorism matters. POL also keeps Washington informed on Philippine political developments, including those relating to democratic processes (elections and legislation), peace talks with rebel groups, labor, and human rights.

The Public Affairs Section (PAS) is the public face of the U.S. Mission. The Press Office monitors Philippine media, coordinates press events, issues press releases, and distributes materials describing and explaining U.S. policy. The Cultural Affairs Section oversees a broad array of cultural programs and exchanges, and runs the Thomas Jefferson Information Center and 33 American Corners and 14 American Shelves throughout the Philippines. Exchanges include the Fulbright program and the International Visitor Leadership Program, and several youth programs. The Cultural Affairs Section also hosts speakers, arts, sports and cultural heritage programs. The Regional English Language Officer oversees English teaching and teacher training programs throughout the region.

The Regional Security Office (RSO) serves as the Ambassador's primary security advisor and liaison agency in the Embassy. RSO has investigative jurisdiction over all criminal investigations involving official Americans, manages all security programs at Post, and ensures that DS programs intended to protect and safeguard Mission personnel, property and information are implemented and responsive to our unique environment and concerns.

The Management Section (MGT) provides housing, transportation, logistics, human resources, community support, financial management, and IT support for the entire mission.

U.S. Embassy Manila: http://manila.usembassy.gov/ - Follow us online at: facebook.com/Manila.USembassy

|                                                             | U.S. Agency for International Development: Works in partnership with the Philippine Government and private and non-governmental sectors to foster sustainable and inclusive economic growth; strengthen governance and combat corruption; improve access to water, energy, health and education services; increase environmental resilience and natural resource management capabilities; and provide humanitarian assistance. USAID has provided over \$500 million in assistance to the Philippines in the last 5 years alone.                                                                                                                                                                                                                                                                                                       |
|-------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| MILLENNIUM<br>EMALIANCE COMPARTING<br>INFERENCE OF ANALYSIS | Millennium Challenge Corporation (MCC): Funds a five-year, \$434 million compact grant in the Philippines that is focused on reducing poverty through economic growth. The grant is comprised of three projects: rehabilitating 222 kilometers of a key road in the Visayan province of Samar; empowering local communities to implement thousands of small-scale infrastructure projects; and improving the effectiveness of government revenue collection and reducing opportunities for corruption by streamlining and computerizing tax administration at the Bureau of Internal Revenue.                                                                                                                                                                                                                                          |
|                                                             | Peace Corps: Supports the development of the Philippines in: Education; Children, Youth and Family; Coastal Resource Management;<br>and Disaster Management. Currently, 126 Peace Corps Volunteers are engaged with local partners to address these critical needs. Over<br>8,800 volunteers have served here in the world's 2nd oldest Peace Corps program.                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|                                                             | U.S. Department of Agriculture/Foreign Agricultural Service: Maximizes exports of U.S. food and agricultural products and promotes food security. FAS helps negotiate away trade barriers, promotes agricultural biotechnology, conducts analysis on agricultural and food trends, and partners with government, industry, NGOs, and academia on training and promotions. By providing the best seeds and animal genetics, top quality ingredients, and infrastructure training for food processing, fine gourmet foods, and beverages, FAS supports millions of jobs in both countries, while helping the Philippines advance its food and agricultural objectives. From 2009-2012, U.S. food and beverage exports to the Philippines doubled, making it our largest market in SE Asia for this high value, labor intensive category. |
| Compension of                                               | The U.S. Commercial Service (USCS): Helps U.S. companies enter the Philippine marketplace by finding trade partners, providing<br>background checks, staging USA pavilions at selected trade events, and obtaining valuable market intelligence. USCS also works closely<br>with Philippine companies interested in doing business with U.S. firms by helping them find U.S. products and services and explore new<br>business opportunities through official trade delegations, agency or distributorship agreements, and other avenues. The Philippines is<br>the U.S.'s 33rd largest trade partner, and two-way trade between the U.S. and the Philippines totaled \$7 billion in 2011.                                                                                                                                             |
| ADB                                                         | Asian Development Bank (ADB): The U.S. Executive Director's (USED) office at the ADB represents the United States at the Board of Directors of the ADB, where the United States holds 15.57% capital stock and 12.76% voting power. USED works closely with the U.S. Departments of the Treasury, State, and Commerce along with others to ensure that U.S. views are expressed and reflected in decisions made by the Board on project/sector lending; policy issues; grants and technical assistance; and budget, administrative, and other matters.                                                                                                                                                                                                                                                                                 |
|                                                             | Joint United States Military Assistance Group in the Philippines (JUSMAG-P): Assists the Government of the Philippines and its<br>Armed Forces to build military capacity through security cooperation programs and bilateral military engagement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|                                                             | Joint Special Operations Task Force - Philippines (JSOTF-P): Advises and assists, at the invitation of the Philippine Government, the Armed Forces of the Philippines in the fight against terrorism and the delivery of humanitarian assistance to the people of Mindanao.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|                                                             | The Defense Attaché Office (DAO): Performs representational functions on behalf of the Secretary of Defense, the Secretaries of the military services, the Joint Chiefs of Staff, the Chiefs of the U.S. military services and the Commander of the Pacific Command.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| I CARE                                                      | The U.S. Department of Veterans Affairs Manila Regional Office and Outpatient Clinic (VA): is the only VA office located outside the United States. VA, a fixture in Manila since 1922, pays out over \$16 million per month in disability compensation to approximately 15,000 beneficiaries, over half of whom are Filipino WW II Veterans or their family members. These monthly payments are in addition to the one-time lump sum payments made to Filipino WW II Veterans and their survivors as part of the Filipino Veterans Equity Compensation Program.                                                                                                                                                                                                                                                                       |
|                                                             | The Office of the U.S. Department of Justice Attaché (DOJ): supports investigations and prosecutions by U.S. and Philippine law<br>enforcement authorities. This includes the Philippine Department of Justice, Office of the Ombudsman, Anti-Money Laundering<br>Council, Anti-Terrorism Council, National Bureau of Investigation, and the Presidential Commission on Good Government, and<br>prosecutors throughout the country.                                                                                                                                                                                                                                                                                                                                                                                                    |
|                                                             | US Federal Law Enforcement: (Federal Bureau of Investigation, Drug Enforcement Administration, Homeland Security<br>Investigations, Diplomatic Security Service, National Criminal Investigative Service, Citizen and Immigration Services,<br>Transportation Security Administration, and Office of Inspector General): Serves to further ongoing U.S. investigations by working<br>with their Philippine counterparts, focuses on counterterrorism and transnational crime matters, and assists the host country with<br>their investigations through subject matter experts, laboratory assistance, and training.                                                                                                                                                                                                                   |



#### REPUBLIC OF THE PHILIPPINES DEPARTMENT OF FINANCE BUREAU OF INTERNAL REVENUE

#### VAT EXEMPTION CERTIFICATE No. 2018-482

This is to certify that the **EMBASSY OF THE UNITED STATES OF AMERICA** in the Philippines is exempt from value-added tax (VAT) on its purchases of goods and services *(inclusive of utilities)*, based on reciprocity and pursuant to BIR Ruling No. ITAD-053-14 dated May 15, 2014 and Department of Foreign Affairs (DFA) Indorsement dated September 5, 2016.

To date, the Embassy of the United States of America is included in the updated list of diplomatic missions entitled to VAT exemption in the Philippines, on the basis of reciprocity, as confirmed by the Office of Protocol of the DFA in its letter dated February 2, 2018.

This certification is issued based on the foregoing and shall be valid until **December 17, 2020**.

Only the original and sealed copy of this certificate shall be honored upon presentation of an authorization from the Embassy and the designated personnel's Embassy Identification Card. Any erasure or alteration made on this certificate shall render the same void.

This VAT Exemption Certificate is being issued based on and its use shall be governed by the provisions of Revenue Memorandum Order (RMO) No. 22-2004 dated May 24, 2004. Invoicing requirements as specified therein shall be strictly complied with at all times.

This certification shall not be used for purchases of motor vehicles which require further compliance with the requirements prescribed under the said RMO.

> LARRY M. BARCELO OIC-Assistant Commissioner Legal Service

Date of Issuance: October 8, 2018

cc: Mr. Rodillo R. Catalan Director for Immunities and Privileges Office of Protocol Department of Foreign Affairs

K-3

| Fixed Price                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Price NEGOTIATED CONT |          | ONTR | RACT Page 1 of INSERT               |                                                   | ge 1 of INSERT |  |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|----------|------|-------------------------------------|---------------------------------------------------|----------------|--|--|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                       |          |      |                                     |                                                   |                |  |  |
| CONTRACT NO.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Purchase A            | uthority | 87-  | -293 (75 St                         | rsuant Public I<br>at. 612) of<br>, 1961, as amer |                |  |  |
| CONTRACT TYPE - FIRM FIXED PRICE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                       |          |      |                                     |                                                   |                |  |  |
| SERVICES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | SUPPLIES BO           | ТН       |      |                                     |                                                   |                |  |  |
| ISSUING AGENCY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                       |          | CONT | FRACTOR                             |                                                   |                |  |  |
| PEACE CO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | ORPS                  |          |      |                                     |                                                   |                |  |  |
| CONTRACT FOR THE ACQUISITION OF                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                       |          |      |                                     | AMOUNT                                            | CUR            |  |  |
| ACCOUNTING AND APPROPRIATION DATA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                       |          |      | MAIL INVOICES TO:<br>SEE CLAUSE XII |                                                   |                |  |  |
| The United States of America (hereinafter called the Government), represented by the Contracting Officer executing this contract, and the individual, partnership, joint venture, or corporation named above (hereinafter called the Contractor), mutually agree to perform this contract in strict accordance with the Schedule and the General Provisions identified below, and the specifications, drawings, and conditions enumerated in the Schedule or identified below. If there are inconsistencies between the Schedule and the General Provisions and any specification, drawing, or other condition, the Schedule and the General Provisions shall control. If there are inconsistencies between the Schedule and the General Provisions, the Schedule shall control. |                       |          |      |                                     |                                                   |                |  |  |
| NAME OF CONTRACTOR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                       |          |      | THE U                               | NITED STATES                                      | OF AMERICA     |  |  |
| BY (SIGNATURE)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                       | DATE     |      | BY (SIGNATURE)                      |                                                   | DATE           |  |  |
| TYPED NAME                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                       |          |      | TYPED NA                            | ME                                                |                |  |  |
| TITLE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                       |          |      | TITLE                               | Contracting C                                     | Officer        |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                       |          |      |                                     |                                                   |                |  |  |

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#### **SCHEDULE**

## THE SCHEDULE ON PAGES 2 THROUGH **INSERT** CONSISTS OF THIS TABLE OF CONTENTS AND THE FOLLOWING CLAUSES:

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|-------------|------------------------------------------------------|
| CLAUSE II   | CONSIDERATION AND PAYMENT                            |
| CLAUSE III  | TIME OF DELIVERY                                     |
| CLAUSE IV   | INSPECTION AND ACCEPTANCE                            |
| CLAUSE V    | WITHOLDING OF CONTRACT<br>PAYMENT                    |
| CLAUSE VI   | TERM OF CONTRACT                                     |
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| CLAUSE XVII | CLAUSES INCORPORATED BY<br>REFERENCE                 |

#### ATTACHMENTS

#### **CLAUSE I - Supplies or Services and Prices**

The Contractor shall furnish all personnel, equipment, supplies, materials, and/or services in conformance with the terms and conditions of this contract at the prices shown below.

ITEM NO. DESCRIPTION

#### PRICE

#### **CLAUSE II - Consideration and Payment**

The Contractor shall be paid upon acceptance by the Contracting Officer (or his/her designate) for performance under this contract and receipt of proper vouchers. Payment for work under this contract shall be made in accordance with Clause XII as the following deliverables are completed:

#### Deliverable

#### Percent of Total Contract Paid

[Note to Contracting Officer: If advance payment is made please leave in the following language.]

# If the Contractor fails to perform any portion of the contract, the Contractor will be responsible to repay any money advanced or a pro-rated portion of the advance as determined by the Peace Corps Contracting Officer.

Amounts payable to the Contractor hereunder shall be paid via Electronic Funds Transfer (EFT) to the bank account indicated in the Peace Corps vendor data file for the Contractor.

#### **CLAUSE III - Time of Delivery**

The Peace Corps requires delivery to be made according to the following schedule:

#### **REQUIRED DELIVERY SCHEDULE**

#### [CONTRACTING OFFICER INSERT DETAILS]

| ITEM NO. | QUANTITY | WITHIN DAYS AFTER<br>DATE OF CONTRACT |
|----------|----------|---------------------------------------|
| []       | []       | []                                    |
| []       | []       | []                                    |
| []       | []       | []                                    |

#### **CLAUSE IV - Inspection and Acceptance**

Final inspection and acceptance of the supplies and/or services called for under this contract shall be made by the Contracting Officer.

#### **CLAUSE V - Withholding of Contract Payments**

Notwithstanding any other payment provision of this contract, failure of the Contractor to perform or deliver required equipment, supplies and/or services will result in the withholding of payments under this contract, unless such failure arises out of causes beyond the control, and without the fault or negligence of the Contractor, as provided for in the clause entitled "Default" and "Termination for Convenience" as applicable. The Government shall promptly notify the Contractor of its intention to withhold payment of any invoice or voucher submitted.

#### **CLAUSE VI – Term of Contract**

All work under this contract shall commence on \_\_\_\_\_ and continue through \_\_\_\_\_.

#### **CLAUSE VII - Shipping Terms**

All arrangements for shipping shall be made by the Contractor. All shipping charges shall be included in the item prices.

#### **CLAUSE VIII - Contract Management**

Notwithstanding the Contractor's responsibility for total management during performance of this contract, the administration of the contract will require maximum coordination between the Peace Corps and the Contractor. The following individuals will be the Peace Corps's points of contact during the performance of the contract.

(a) Contracting Officer - All contract administration will be effected by the Contracting Officer. Communications pertaining to contractual administrative matters will be addressed to the Contracting Officer. No changes in or deviation from the scope of work shall be effected without the written modification to the contract executed by the Contracting Officer authorizing such changes.

(b) Point of Contact (POC) will be given authority by the Contracting Officer to monitor all technical aspects and assist in administering the contract. The type of actions within the purview of the POC's authority are to assure that the Contractor performs all the technical requirements of the contract; to maintain both written and oral communication with the Contractor concerning the aspects of requirements of Peace Corps drawings, designs and specifications; to monitor the Contractor's performance under the contract and notify the Contractor and Contracting Officer of any deficiencies observed; and to coordinate Peace Corps furnished property availability and provide for site entry of Contractor personnel if required.

(1) The POC is not authorized to change any of the terms and conditions of this contract. Changes to the contract will only be made by the Contracting Officer through a properly signed written modification to the contract.

(2) The POC is not authorized to re-delegate his or her authority.

(3) The POC is not authorized to initiate acquisition actions by use of imprest funds, blanket purchase agreement or purchase orders, to place calls or delivery orders under basic agreement, basic ordering agreements or indefinite delivery type contracts.

#### **CLAUSE IX - Point of Contact (POC)**

The POC under this contract is \_\_\_\_\_\_. He/she can be reached in \_\_\_\_\_\_.

#### **CLAUSE X- Contract Number Identification**

The Contractor agrees to utilize the number of this contract on all correspondence, communications and data concerning this contract or delivery hereunder.

#### **CLAUSE XI - Interpretation or Modification**

No oral statement of any person and no written statement of anyone other than the Contracting Officer shall modify or otherwise affect the terms or meaning of this contract. Requests for interpretations, modifications or changes must be made in writing to the Contracting Officer. The POC can only respond verbally or in writing to technical matters.

#### **CLAUSE XII - Invoice Requirements**

Invoices shall be submitted in an original and four (4) copies to the following address:

#### [CONTRACTING OFFICER INSERT ADDRESS]

- (a) To constitute a proper invoice, the invoice must include the following information and/or attached documentation:
  - 1. Name of the business concern and invoice date;
  - 2. Contract number or other authorization for delivery of property or services;
  - 3. Description, price and quantity of property and services actually delivered or rendered and extended totals;
  - 4. Shipping and payment terms;
  - 5. Name (where practicable), title, phone number and complete mailing address of responsible official to whom payment is to be sent.
- (b) The Contractors' standard invoice shall be used for vouchering purposes. Each voucher shall be numbered consecutively and shall include the information in (a) above.
- (c) Each voucher shall be signed by an authorized representative of the Contractor.

#### **CLAUSE XIII - Contractor Liability**

The Contractor shall hold and save the Peace Corps, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses to which they may be subject, for or account of any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract,

arising or resulting in whole or in part from the fault, negligence, wrongful act or wrongful omission of the Contractor, of any subcontractor, their employees, agents, etc.

#### CLAUSE XIV - 52.249-8 Default (Fixed-Price Supply and Service) (APR 1984)

(a) (1) The Peace Corps may, subject to paragraphs (c) and (d) below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to -

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) below); or

(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) The Peace Corps's right to terminate this contract under subdivisions (1)(ii) and (1)(iii) above, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Peace Corps terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Peace Corps for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Peace Corps may require the Contractor to transfer title and deliver to the Peace Corps, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Peace Corps has an interest.

(f) The Peace Corps shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Peace Corps may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Peace Corps against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Peace Corps.

(h) The rights and remedies of the Peace Corps in this clause are in addition to any other rights and remedies provided by law or under this contract.

## CLAUSE XV - 52.249-1 Termination for Convenience of the Peace Corps (Fixed Price) (Short Form) (APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Peace Corps's interest. If this contract is terminated, the rights, duties, and obligations of the parties, including compensation to the Contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this contract.

#### CLAUSE XVI – 52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)

Unenforceability of Unauthorized Obligations (Jun 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

#### CLAUSE XVII - 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

| NUMBER    | TITLE<br>FEDERAL ACQUISITION REGULATIONS    | DATE                    |
|-----------|---------------------------------------------|-------------------------|
| 52.202-1  | Definitions                                 | JUN 2020                |
| 52.203-3  | Gratuities                                  | APR 1984                |
| 52.203-7  | Anti-Kickback Procedures                    | JUN 2020                |
| 52.203-10 | Price or Fee Adjustment for                 | MAY 2014                |
|           | Illegal or Improper Activity                |                         |
| 52.204-25 | Prohibition on Contracting for Certain      | AUG 2020                |
|           | Telecommunications and Video Surveillance   |                         |
|           | Services or Equipment                       |                         |
| 52.215-2  | Audit & Records Negotiation                 | OCT 2010                |
| 52.217-8  | Option to Extend Services                   | NOV 1999                |
| 52.222-50 | Combating Trafficking in Persons            | MAR 2015                |
| 52.225-13 | Restrictions on Certain Foreign             | FEB 2021                |
|           | Purchases                                   |                         |
| 52.232-25 | Prompt Payment                              | JAN 2017                |
| 52.233-1  | Disputes                                    | MAY 2014                |
| 52.233-4  | Applicable Law for Breach of Contract Claim | OCT 2004                |
| 52.242-15 | Stop-Work Order                             | AUG 1989                |
| 52.243-1  | Changes - Fixed-Price                       | AUG 1987                |
|           |                                             | (Basic, Alt. 1, Alt. 2, |
|           |                                             | or Alt. 3)              |
| 52.246-2  | Inspection of Supplies - Fixed-Price        | AUG 1996                |
| 52.246-4  | Inspection of Services - Fixed Price        | AUG 1996                |
| 52.246-16 | Responsibility for Supplies                 | APR 1984                |

#### ATTACHMENT I

#### CONTRACTOR'S RELEASE

Contract No.\_\_\_\_\_ (the "Contract")

By signing this Release,

1. I acknowledge that I am a Contractor with the Government of the United States of America (the "U.S. Government").

2. I acknowledge that I have completed my work under the Contract.

3. I agree that I have been fully compensated under the Terms of the Contract, with the following exception: the U.S. Government is making a final payment under the Contract in the amount of \_\_\_\_\_\_ (the "Payment").

4. I agree that upon receipt of the Payment, the U.S. Government owes me nothing more under the Contract, whether as compensation or as reimbursement for costs or expenditures of any kind.

5. I agree that this is a complete release by me on my heirs, executors, administrators or assigns of all claims of whatsoever kind arising under this contract against the United States Government, its agents, servants and employees.

6. This Release is effective on this \_\_\_\_\_day of \_\_\_\_\_, 20\_\_\_.

(Contractor's Signature)

(Print Contractor's Name)

Witnessed by:

(Signature)

(Print Witness's Name)