REQUEST FOR PROPOSAL NO. US3851.02.2022
MARCOM SMART SKILLS ILLUSTRATIONS

CATHOLIC RELIEF SERVICES – UNITED STATES CONFERENCE OF CATHOLIC BISHOPS

GERARD LAMBERT, gerard.lambert@crs.org
REGINA HILL, regina.hill@crs.org

BALTIMORE, MARYLAND
INVITATION TO PARTICIPATE

February 18, 2022

Dear Prospective Bidders:

Your company is invited to participate in this Request for Proposal (RFP) for SMART Skills Services. Catholic Relief Services – United States Conference of Catholic Bishops (CRS) is requesting a proposal from potential suppliers to evaluate experiences with similar clients, creative ideas, and strategic and tactical approaches to fulfilling specific service requirements.

As the Procurement professional responsible for facilitating this process, the rules of engagement are for you to contact CRS Procurement via e-mail at gerard.lambert@crs.org.

CRS will accept questions through 5:00 pm ET on Thursday, February 24, 2022. Interested Bidders can submit their questions to gerard.lambert@crs.org. CRS will provide answers to all relevant questions by email, to all known participants.

The complete Proposal Packet is due on March 10, 2022, 11:59 p.m. ET. Email complete proposal packets to gerard.lambert@crs.org AND regina.hill@crs.org.

Please refrain from communicating with other staff of CRS in regard to this RFP. Any communication outside of this process may result in disqualification. Please follow the instructions provided and the timeline outlined within this document for RFP due dates and requirements. CRS looks forward to working with you throughout the RFP process.

Sincerely,

CRS Global Procurement
Request for Proposal Timeline

RFP Number: US3851.02.2022

For the Procurement of: SMART Skills Illustration Services Consultant

Funded By: Catholic Relief Services

Launch Date: February 18, 2022

Vendor Clarification Questions to CRS: February 24, 2022, 5:00 pm ET

CRS Response to Vendor Clarification Questions: March 3, 2022

Proposal/Bid Due Date: March 10, 2022, 11:59 pm ET

Vendor Finalists Notifications: March 23 - 25, 2022

Vendor Presentations (if applicable): March 28 - 31, 2022

Anticipated Contract Start Date: April 2022
REQUEST FOR PROPOSAL # US3851.02.2022

INTRODUCTION

Organizational Overview

Catholic Relief Services – United States Conference of Catholic Bishops (CRS) was founded in 1943 to serve World War II survivors in Europe. Since then, CRS has expanded in size to reach more than 130 million people in more than 100 countries on five continents.

For over 75 years, our mission has been to assist impoverished and disadvantaged people overseas, working in the spirit of Catholic social teaching to promote the sacredness of human life and the dignity of the human person. Although our mission is rooted in the Catholic faith, our operations serve people based solely on need, regardless of their race, religion or ethnicity. Within the United States, CRS engages Catholics to live their faith in solidarity with the poor and suffering people of the world.

Project Background

The CRS Marketing and Communication Department (“MarCom”) strives to offer consistent branding using an approach that aligns with inclusion and equity. CRS SMART Skills manuals include illustrations that CRS would like to enhance to align more with these agency values of inclusion and equity.

Purpose

The purpose of the Request for Proposals is to obtain technical and cost proposals to enhance and/or replace illustrations within CRS SMART Skills manuals that are both internally and externally distributed.

CRS would like to determine options for replacing illustrations, editing illustrations, or a combination and associated costs.
1. **Scope of Work**

The awarded vendor or vendors will redesign illustrations, in alignment with inclusion and equity, for approximately seven manuals while maintaining the continuity or meaning of the story or message.

a. **Number of Illustrations**
   
   A total of 757 files need replacement for a complete update in the manuals.
   
   i. 603 Files in Hanna Barbera style containing people have equity in storytelling concerns. Therefore, new illustrations would need to be created in a less exaggerated style based on the current illustrations.
   
   ii. An additional 154 files in Hanna Barbera style (with no people included) should be recreated for visual consistency (some items may appear as props in previous 603 files and be covered).

b. **Illustration Considerations**
   
   i. Seven manuals include:
      
      • Repetition of some full illustrations.
      • Repetition of some portions of illustrations (e.g., backgrounds, items, props, characters).
   
   ii. **Illustration Characteristics**
      
      • 25 backgrounds/locations (minor variations may appear like signage on a farm or debris in a river).
      • 110 standalone props (items like but not limited to machinery, bags, produce not part of a character drawing).
      • 19 different animal types (the kind of animals like cows, chickens, goats; not the individual drawings of different positions).

   c. **Manuals with Current Illustrations**
   
   The current illustrations, which need to be reworked, can be viewed in seven manuals at the following link:
   
   [https://www.dropbox.com/sh/zfojm2tikg9etyd/AAClt7mjs0mBltSY289Gxuusa?dl=0](https://www.dropbox.com/sh/zfojm2tikg9etyd/AAClt7mjs0mBltSY289Gxuusa?dl=0)

2. **PROPOSAL OVERVIEW**

2.1 **Invitation to Tender Response**

This RFP document is to set forth the specifications, requirements, options and general terms and conditions for all services for which CRS is requesting bids and to solicit detailed proposals from selected vendors that include proposed costs and service descriptions.

The issuance of this RFP and any subsequent acceptance of Bidder proposals, whether in writing or orally and whether in whole or in part, does not bind or impose any legal obligation
upon CRS or Bidder in any way, nor does it limit CRS’ right to negotiate in its best interest with any Contractor at any time.

2.2 Proposal Deadline
All proposals must be received by email no later than 11:59 p.m. ET on March 10, 2022. The solicitation number indicated above must be included in the subject line.

CRS will only accept electronic submissions of proposals. Proposals must be submitted to gerard.lambert@crs.org and regina.hill@crs.org.

2.3 Modification
If at any time prior to award CRS deems there to be a need for a significant modification to the terms and conditions of this RFP, CRS will issue such a modification as a written RFP amendment to all competing offerors. No oral statement of any person shall in any manner be deemed to modify or otherwise affect any RFP term or condition, and no offeror shall rely on any such statement. Such amendments are the exclusive method for this purpose.

3. RESULTING AWARD
As a result of this solicitation, CRS anticipates awarding one or more contracts to suppliers for the provision of services during approximately an eight-month period of April 2022 through December 2022.

3.1. Payment Terms
Winning bidders will be expected to invoice CRS within 30 days after any assignment completion. Payment is due net 30 days from the day on which CRS receives and approves an invoice that aligns with the payment terms.

4. PROPOSAL DETAILS, REQUIREMENTS, AND INSTRUCTIONS
Bidders will be required to submit their proposals in two documents, the technical proposal and a cost proposal. All proposals must be signed and valid for a minimum of three (3) months.

5. COMPLETE PROPOSAL
To be considered responsive, a complete proposal addressing the specifications of this RFP is required. Each proposal should be prepared simply and economically, providing a straightforward, concise description of the Bidder’s ability to meet the requirements of the RFP. Bidders must provide a proposal that demonstrates their ability to complete the work requested in this RFP document.

- Bidders should note the requirements described in Item 6, Technical Proposal and Item 7, Cost Proposal.
- Bidders should also note the Evaluation Criteria described in Item 8.
• Bidders must complete the RFP #US3851.02.2022 Annex Forms.
• The complete proposal packet should not be more than 45 pages.
• Bidders should include links to web pages, web channels, samples of work for review by the RFP Committee.

6. TECHNICAL PROPOSAL

Vendors should be aware of the following key points regarding the technical components as included in this RFP for which bidders will be evaluated:

• Technical Proposal, Annex D, should respond to the technical specifications detailed in Annex D.
• Bidders should include a redesign of the two illustrations provided per the specifications, project methodology, work plan and implementation approach for assignments, and delivery method.

7. COST PROPOSAL

Vendors should be aware of the following key points regarding pricing as included in this RFP:

• Financial Proposal, Annex B, should respond to the cost specifications detailed in Annex B. A statement or explanation should accompany cost specifications.
• Pricing responses must represent the totality of charges that will be incurred by CRS (i.e., CRS will only be obligated to pay those fees and charges).

Pricing will be a significant component of the evaluation and vendors should focus on offering competitive pricing and payment schedules.

8. EVALUATION CRITERIA

This RFP will use the scorecard method to determine best value. That means that each proposal will be evaluated and scored against the same evaluation criteria and evaluation sub-criteria.

CRS will use the following evaluation criteria.

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<thead>
<tr>
<th>Criteria</th>
<th>Points Available</th>
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<td>Bid Submission</td>
<td>Points Available</td>
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<tr>
<td>a. Bid submission.</td>
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<td>b. Completed Annex and Attachment forms.</td>
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<td>c. References.</td>
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<td>d. Legal standing.</td>
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<td>e. Bidder certifications.</td>
<td>Pass/Fail</td>
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<td>Contractor Expertise, Capabilities, Experience, international experience.</td>
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9. TERMS

CRS reserves the right to cancel this solicitation at any point and is under no obligation to issue a contract as a result of this solicitation. CRS will not reimburse any expenses related to the preparation of any proposal-related materials, or delivery.

10. PARTNERING WITH ANOTHER SUPPLIER

Bidders may propose one or more sub-contractors and/or teaming partners to provide a Response to this RFP, with Bidders maintaining all operational, legal, contractual and financial responsibility and liability for the actions or inactions of such parties. CRS reserves the right to reject at its sole discretion the use of any Supplier-proposed sub-contractor or teaming partner. For this reason, Bidder is to have any potential sub-contractors or teaming partner(s) approved by CRS in advance prior to entering discussions with such potential sub-contractor or teaming partner. Supplier must indicate in its Response any and all portions of its Response that are provided by such third party sub-contractor or teaming partner.

11. VALIDITY PERIOD AND TIMELINE

Proposals must remain valid for a period of 90 days from date of submission. If the proposal is withdrawn during the Validity Period the vendor should notify CRS by emailing gerard.lambert@crs.org.

The RFP Timeline is included again here for quick reference.
This CONSULTING AGREEMENT (the “Agreement”) is entered into as of ___________20___, between CATHOLIC RELIEF SERVICES - UNITED STATES CONFERENCE OF CATHOLIC BISHOPS (“CRS”) and ________________ (“Consultant”). In consideration of the mutual covenants and promises set forth below, CRS and Consultant agree as follows:

Article I
DUTIES AND TERMS

1. Scope of Services. CRS hereby engages Consultant to perform consulting services, as set forth in the attached Scope of Work (the “Services”), on the terms and conditions described in this Agreement. Consultant hereby accepts the engagement as a consultant to CRS and agrees to provide the consulting services set forth in the Scope of Work on the terms and conditions described in this Agreement.

2. Independent Contractor. Consultant shall provide services under this Agreement as an independent contractor, and not as an employee or agent of CRS or any subsidiary or affiliate of CRS (collectively, a “CRS Entity”). Nothing in this Agreement shall at any time be construed so as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between Consultant and any CRS Entity.

3. Term of the Agreement. The term of this Agreement (the “Consulting Period”) shall be determined by the Start and End dates indicated in the Project Information section of the Consultant Information Sheet, which is attached hereto and incorporated to this Agreement by reference. The Agreement may be terminated before the end of the Consulting Period only in the circumstances described in Article IV. In the event that CRS and the Consultant wish to extend this agreement beyond the expiration date, the parties will mutually agree in writing to the extension prior to the End date. Absent such written agreement, the Agreement will automatically expire on the End date.

4. Time and Attention. Consultant shall devote such time and attention to Consultant’s duties under this Agreement as may be necessary to discharge the duties properly, and Consultant shall exert Consultant’s best efforts in the performance of the duties. Consultant shall not be subject to a fixed work schedule, but shall be available, consistent with Consultant’s personal needs and other commitments, to provide the services set forth in the Scope of Work during the Consulting Period. Notwithstanding this section, with regard to any
and all dates and time periods set forth or referred to in this Agreement, the attached Scope of Work and the attached Consultant Information Sheet, time is of the essence.

5. **Business Activities.** Consultant’s services under this Agreement shall not cause Consultant to be directly involved in the business operations of CRS. Consultant shall have no responsibility for the day-to-day management of any CRS Entity, nor shall Consultant supervise, or be supervised by, personnel of any CRS Entity. Consultant shall have no authority to execute any document or enter into any contract on behalf of a CRS Entity, or to bind a CRS Entity in any relationship with a third party.

6. **Non-exclusive Agreement.** CRS acknowledges and agrees that during the Consulting Period, Consultant is free to engage in other business activities or to provide consulting services to other parties without the approval or consent of any CRS Entity.

7. **Reports and Data.** All reports and data prepared by Consultant in connection with the services performed under this Agreement shall be the property of CRS and shall not be used by Consultant in connection with any other activity.

**Article II**

**COMPENSATION AND EXPENSES**

1. **Compensation.** As compensation for Consultant’s services under this agreement, CRS shall pay Consultant in the amount, by the method, and in accordance with the payment period/frequency schedule stipulated on the Consultant Information Sheet, which is attached hereto and incorporated in this Agreement by reference. Consultant shall receive no other compensation for providing services under this Agreement. On an agreed upon basis, the Consultant shall submit to the CRS Contact Person an itemized invoice, preferably by email, for the Services, and/or any additional Services, based on the payment terms as set forth in the Consultant Information Sheet and any authorized expenses incurred. For any US bank used for payment, the Consultant can be paid by check or direct deposit and for banks outside of the US, the Consultant will be paid by wire transfer.

2. **Equipment and Work Space.** Consultant shall provide basic office equipment (including computer, fax machine, and/or copier) and work space at Consultant’s expense as necessary to provide services under this Agreement. If it is necessary for Consultant to perform consulting services under this Agreement at CRS’s place of business or using CRS’s specialized equipment, CRS may provide temporary work space or may make available specialized equipment to Consultant to the extent CRS deems necessary.

3. **Business Expense.** Consultant may hire at Consultant’s own expense, without prior approval of any CRS Entity, any assistants or other personnel necessary to enable Consultant to provide services under this Agreement. Consultant shall be responsible for any
such business expense incurred by Consultant in connection with the performance of services under this Agreement. CRS shall not reimburse Consultant for any such business expense.

4. **Other Expenses.** CRS shall reimburse Consultant for reasonable expenses incurred in connection with the performance of the Services solely to the extent identified on the Consultant Information Sheet. Invoices for such reimbursable expenses shall be submitted to the CRS Contact Person identified on the Consultant Information Sheet for approval, together with all supporting documentation reasonably required by CRS, and CRS shall pay such invoices within thirty (30) days following such approval. Consultant shall maintain books and records supporting all reimbursable expenses incurred in connection with performance of the Services for the duration of this Agreement, and for a period of four (4) years thereafter. CRS shall have access during Consultant’s regular business hours to such books and records of Consultant as required to verify any and all reimbursable costs.

5. **Travel Arrangements and Expenses.** In order to contain costs and to benefit from economies available to humanitarian organizations, CRS will arrange for and provide to the Consultant the travel reasonably required to perform the Services under this Agreement. Upon CRS’ prior written approval, the Consultant may arrange for actual, reasonable, out-of-pocket expenses for such travel reasonably required to perform the Services under this Agreement and submit such expenses to CRS for reimbursement in accordance with the payment structure described above in Article II (4). Consultant shall be bound by CRS requirements and policies, provided, in writing, by the CRS Contact Person to the Consultant.

6. **Severance and Benefits.** During the Consulting Period, Consultant shall not be eligible to participate in, or to earn any benefit under, any employee benefit plan, fringe benefit program, bonus or incentive program, or other compensation arrangement of a CRS Entity (including, but not limited to, any comprehensive medical insurance, workers’ compensation, disability insurance, accidental death or dismemberment insurance, life insurance, or any defined benefit plan or defined contribution plan sponsored by any CRS Entity). The preceding sentence shall apply throughout the Consulting Period even if Consultant is later reclassified as a common law employee for part or all of the Consulting Period. Consultant shall have no right to, and agrees not to, make any claim against CRS under any workers’ compensation or unemployment compensation statute. Nothing in this Agreement, nor any payments made to Consultant under this Agreement, shall be construed to reduce any severance payment or other benefit to which Consultant is or may become entitled as a result of Consultant’s employment by a CRS Entity before or after the Consulting Period. To the extent that Consultant is entitled to receive benefits under any compensation arrangement of a CRS Entity upon Consultant’s termination of service, Consultant acknowledges that the terms of the compensation arrangement and applicable law will determine whether the distribution of the benefit will be postponed while the Consultant provides services under this Agreement. For the avoidance of doubt, CRS will not pay for nor reimburse Consultant for medical insurance or medical evacuation insurance.
Article III
COVENANTS

1. **Personal Contract.** Subject to Article II, Section 3, Consultant acknowledges that CRS has contracted for Consultant’s services in recognition of Consultant’s knowledge and prior experience. Consultant agrees that this Agreement is personal in nature and Consultant shall not subcontract or assign any duties under this Agreement without CRS’s prior written consent.

2. **Confidential Information.** Consultant acknowledges that during the Consulting Period, Consultant has been or will be entrusted with certain business, financial, technical, personnel, or other proprietary information and materials that are the property of CRS (“Confidential Information”). Consultant agrees that during and after the Consulting Period, Consultant will not directly or indirectly communicate, disclose, or use (except for the purposes of performing services under this Agreement) any Confidential Information. Consultant agrees that, at the expiration of the Consulting Period, or at any earlier termination of this Agreement, Consultant will promptly return to the CRS Contact Person identified on the Scope of Work all Confidential Information in Consultant’s possession, and Consultant will not keep or retain copies of such Confidential Information in any form whatsoever.

3. **Work Product.** Consultant agrees that all work performed by Consultant during the Consulting Period for any CRS Entity is a “work for hire” as defined under United States copyright law, and that all such work and any intellectual property rights contained therein, including (but not limited to) data, creative works, trademarks, patents, proprietary processes, and copyrights, (“Work Product”) is the property of CRS. All inventions and devices designed, created, developed, and/or built by Consultant, either alone or with others, in connection with providing the Services listed in the Scope of Work, shall be the property of CRS and Consultant shall execute such documents and assignments as may be necessary to vest the copyrights or patent rights therein in CRS. Consultant agrees that, upon request of CRS, at the expiration of the Consulting Period, or at any earlier termination of this Agreement, Consultant will promptly return to the CRS Contact Person identified on the Scope of Work all Work Product in Consultant’s possession.

4. **Consultant Warranties; Conflict of Interest.** Consultant represents and warrants to CRS as follows: (a) Consultant has the expertise, experience and knowledge to perform and deliver the Services; (b) Consultant will use reasonable commercial efforts to perform and deliver the Services in a diligent and timely manner; (c) Consultant is not a party to any agreement which prohibits, and is not otherwise prohibited from, performing and delivering the Services; (d) any work product prepared by Consultant as a consequence of the Services will not misappropriate or infringe the intellectual property rights of third parties; (e) Consultant will perform and deliver the Services in accordance with the Scope of Work; (f) Consultant will comply with the U.S. Foreign Corrupt Practices Act (the “FCPA”) and its prohibitions regarding payment to foreign officials; and (g) Consultant will perform and deliver the Services in accordance with all applicable laws, ordinances, requirements, directions, rules, statutes,
regulations or lawful orders of any governmental authority or agency, including but not limited to the provisions of the FCPA.

Consultant represents and warrants that at the time of entering this Agreement, Consultant is not engaged, by contract or otherwise, in consulting or providing any services in any manner or capacity to a direct or indirect competitor of CRS that has not been previously disclosed to CRS during the negotiation of Consultant’s engagement by CRS and this Agreement. A direct or indirect competitor of CRS for purposes of this Agreement is defined as any individual, partnership, corporation, and/or other business entity that engages in international relief and development. Furthermore, Consultant covenants and agrees not to consult or provide any services in any manner or capacity to a direct or indirect competitor of CRS during the duration of this Agreement unless express written authorization to do so is given by CRS. Consultant further acknowledges that even if such authorization is granted by CRS, the provisions of Article III, Section 2 (Confidential Information) are fully applicable.

5. **Employment and Income Taxes.** Consultant acknowledges and agrees that Consultant shall be solely responsible for the full amount of any federal, state, local, or foreign income, employment, or self-employment tax (including, but not limited to, any FICA, FUTA, SECA, and Medicare tax) associated with any payments Consultant earns or receives under this Agreement, and for any interest, penalty, or other addition that arises in connection with such tax. CRS shall not be responsible for withholding, depositing, or paying any amount of tax due to any government agency in connection with any payments Consultant earns or receives under this Agreement. CRS acknowledges and agrees that CRS shall not treat Consultant as an employee for federal, state, or local income or employment tax purposes with respect to the consulting services rendered under this Agreement unless CRS is directed in writing to do so by the relevant taxing authority.

6. **Compliance with Applicable Laws.** Consultant shall comply with all applicable laws and regulations in connection with Consultant’s performance of this Agreement. Consultant shall indemnify and defend CRS from any and all suits, claims, or losses that CRS might suffer, pay, or incur as a result of Consultant’s failure to comply with applicable laws or regulations.

7. **Compliance with Policy on Safeguarding.** Consultant acknowledges, understands, and agrees to comply with the CRS Policy on Safeguarding attached hereto as Appendix A.

8. **Code of Conduct and Ethics.** CRS encourages Consultant to have or develop a Code of Conduct and Ethics substantially similar to the CRS Code of Conduct and Ethics attached hereto as Appendix B and receive training on the same. In the absence of such a policy and training, Consultant is encouraged to voluntarily adopt and train its staff on this CRS policy.
Article IV
PERFORMANCE AND TERMINATION

1. Disputed Work. CRS may, upon notice to the Consultant, withhold payments for received work which is not performed in compliance with this Agreement and/or reasonably question any item(s) reflected on the Consultant’s invoice (“the Disputed Work”). Pending the settlement or resolution of the Disputed Work, the non-payment of these items shall not constitute a default of this Agreement. In accordance with the schedule stipulated on the Consultant Information Sheet, CRS shall pay all amounts due that are not in dispute. In the event CRS withholds any payments from the Consultant due to the Disputed Work, CRS shall concurrently provide the Consultant with a detailed written notice setting forth the reason(s) for such non-acceptance, and the Consultant shall have a reasonable opportunity to correct such work. Upon such correction, the withheld amounts will be promptly paid.

2. Termination by Consultant. Consultant may terminate this Agreement if CRS fails to pay the Consultant in accordance with the terms of this Agreement.

3. Termination by CRS. CRS may terminate this Agreement in whole or in part without penalty: (a) if the Consultant fails to comply with or breaches any of the material terms or conditions of this Agreement; (b) if the Consultant is unable or fails to carry out its obligations under this Agreement in a satisfactory or timely manner; (c) immediately, if the Consultant fails to comply with the CRS Policy on Safeguarding; or (d) at its convenience and without fault of the Consultant upon fifteen (15) calendar days’ written notice.

4. CRS may terminate this Agreement pursuant to (3)(a) or (3)(b) of this section upon fifteen (15) calendar days’ written notice to the Consultant. This notice shall (i) describe the breach and (ii) state CRS’s intention to terminate this Agreement.

Article V
FORCE MAJEURO

1. Neither Party shall be liable for its failure to perform under this Agreement (a) to the extent the non-performance is caused by events or conditions beyond that Party’s control, and (b) provided that Party gives prompt notice to the other Party and makes all reasonable efforts to perform.

Article VI
INDEMNIFICATION AND LIMITATION OF LIABILITY

1. Consultant shall and does hereby indemnify, defend and hold harmless CRS, its affiliated entities, successors and assignees and their respective officers, directors, managers
and employees from and against any and all claims for damages for personal injury or property damage, or any other claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney fees and costs, that CRS may incur or suffer and that result from Consultant’s performance of Services, or are related to any breach or failure of Consultant to perform any of the representations, warranties and agreements contained in this Agreement.

Article VII
NOTICES

1. All other general correspondence required or permitted under this Agreement shall be in writing and shall be deemed validly given when delivered by a method reasonably calculated to effect delivery under the circumstances, preferably by email. Whether that be by hand, by recognized professional courier service, by recognized overnight express delivery service, by First Class mail, certified, return receipt requested, or by email, written confirmation requested, addressed as follows:

   **If to Consultant:** To the Consultant’s electronic or physical mailing address or addresses as indicated on the Consultant Information Sheet.

   **If to CRS:** To the electronic address of the CRS Contact Person as indicated on the Consultant Information Sheet and to GSCMconsultancies@crs.org. Either party may change the email address to which notices are to be sent by giving written email notice of such change of address to the other. Any termination notice must be communicated by email.

Article VIII
ENTIRE AGREEMENT

1. This agreement embodies the entire understanding between the parties with respect to the subject matter of the Agreement. No change, alteration, or modification of this Agreement may be made except in writing signed by both Consultant and CRS.

Article IX
MISCELLANEOUS

1. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.

2. **Survival.** The expiration or termination of this Agreement for any reason shall not terminate the obligations or liabilities of the parties under Article I §7, Article II §6, Article III
§2, Article III §3, Article III §6, Article VI, and the applicable portions under this Article IX §2, each of which shall survive any such expiration or termination.

**Article X**

**APPLICABLE LAW**

1. This agreement shall be governed by the laws of the state of Maryland. IN WITNESS WHEREOF, the parties to this Agreement have duly executed and delivered this Agreement as of the day and year first above written.

**Catholic Relief Services:**

By: ________________________________ Date: _________________

(Authorized HQ Global Supply Chain Management Unit Signature)

Printed Name: _______________________

Title: _______________________________

HQ Department of Global Supply Chain Management Unit

**Consultant:**

By: ________________________________ Date: _________________

(Consultant’s Signature)

Printed Name: _______________________