REQUEST FOR PROPOSAL

Issued on: 04/16/2021
RFP #: US2223-Reports to CRS for UNCRC Kenya
Contract: One Award for Services
Proposal Due: May 4, 2021

CRS Background
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.

Clarifications
Questions must be submitted via e-mail to regina.hill@crs.org with CC to FY20RFPMail@crs.org, no later than close of business 04/20/2021. The RFP number indicated above must be included in the subject line of all emails. Responses will be provided to all known bidders. CRS is under no obligation to respond to questions that are not received prior to the deadline.

Proposal Deadline
All proposals must be received by CRS no later than [11:59 PM for electronic submission] May 4, 2021. The RFP number indicated above must be included in the email subject line.

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.
Resulting Award

As a result of this solicitation, CRS anticipates entering into an agreement with the selected vendor early May 2021.
Any resulting agreement will be subject to the terms and conditions contained in Annex 1.

Payment Terms

Winning bidders will be expected to invoice CRS within 30 days of assignment completion. Payment is due Net 30 from the day on which CRS receives an invoice.

Proposal Guidelines, Requirements, and Timeline

Bidders will be required to submit two proposals, electronically, the technical proposal and a cost proposal. All proposals must be signed and valid for a minimum of sixty (60) days.
Your proposal should provide basic information about your Company/Individual and relevant service offerings.

Proposal Requirements

As part of the technical proposal, applicants should remit their CV along with those of any proposed team members, along with maximum 10-page proposal illustrating the technical approach.
The technical approach should contain, at a minimum, a framework and a clear set of detailed learning questions that will adhere to the framework.
A common approach to compare the three models, and the data requirements needed to compare the models.

Proposal Timeline

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<td>RFP Launch</td>
<td>April 16, 2021</td>
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<tr>
<td>Bidder Questions to CRS</td>
<td>April 20, 2021</td>
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<td>Q &amp; A Document to Known Bidders</td>
<td>April 22, 2021</td>
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<tr>
<td>Complete Proposal to CRS</td>
<td>May 4, 2021</td>
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<td>RFP Award</td>
<td>May 2021</td>
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Evaluation Criteria

In evaluating the proposals, CRS will seek the **best value for money** rather than the lowest priced proposal. CRS will use a two-stage selection procedure:

a. The first stage will evaluate the Technical Proposal. CRS will review the proposals and may ask follow-up questions should refinements be
necessary. CRS may schedule conferences with RFP finalists who in the judgment of CRS have submitted competitive proposals.

b. The second stage will be the evaluation of Cost Proposals for those proposals that pass the Technical Proposal evaluation.

CRS is not bound to accept the lowest or, any proposal, and reserves the right to accept any proposal in whole or in part and to reject any or all proposals. CRS shall not be legally bound by any award notice issued for this RFP until a contract is duly signed and executed with the winning bidder.

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.
REQUEST FOR PROPOSALS

STATUS REPORT ON CHILDREN WITHOUT PARENTAL CARE IN KENYA AND DRAFTING
OF A SHADOW REPORT TO THE KENYAN COMBINED SIXTH AND SEVENTH PERIODIC
REPORTS TO THE U. N. COMMITTEE ON THE RIGHTS OF THE CHILD

Background


The preamble of the UNCRC is emphatic that the family is “the fundamental group of society and the natural environment for the growth and well-being of all its members and particularly children”. It further emphasizes that “the child, for the full and harmonious development of his or her personality, should grow up in a family environment, in an atmosphere of happiness, love and understanding.” Article 20 is explicit that “a child temporarily or permanently deprived of his or her family environment, or in whose own best interests cannot be allowed to remain in that environment, shall be entitled to special protection and assistance provided by the State.” Such a child shall be accorded alternative care which “could include, inter alia, foster placement, kafalah of Islamic law, adoption, or if necessary, placement in suitable institutions for the care of children.”

Despite these clear provisions, a review of past UNCRC concluding observations on Kenya, family environment and alternative care have not been extensively addressed. This may be attributable to the fact that shadow reports to the Committee by non-state actors have similarly not been comprehensive on this aspect of child rights.

About Changing The Way We Care (CTWWC)

CTWWC is a global initiative designed to promote safe, nurturing family care for institutionalized children or children at risk of child-family separation. This includes strengthening families and reforming national systems of care for children, including family strengthening, family reintegration, development of alternative family-based care. CTWWC implements within a context of growing interest in care reform, and as a result of a growing global understanding that institutional care of children is a significant problem that will be best addressed through collaboration between national, regional and global stakeholders to develop alternative care systems supportive of family care.
Under its strategic objective 3: Globally, commitments are shifted in international development practices and resource redirection (financial, human material) towards promoting family care and reducing reliance on orphanages. CTWWC seeks to ensure that, inter alia, “Global care reform sector including global and regional bodies, civil society, donors, faith and other actors collaborates and is informed by learning and evidence.”

With particular link to the extensive work that CTWWC has undertaken in Kenya since 2018, the outputs under this assignment will inform Kenya’s combined sixth and seventh state reports to the UNCRC. The resultant shadow report will be a resource for The CRC Committee as it reviews Kenya’s State report and the resultant concluding observations.

**Objectives**

The overall objective of the consultancy is to prepare a comprehensive status report on implementation of the rights of children without parental care (CWPC) in Kenya and draft a shadow report to Kenya’s combined sixth and seventh periodic report to the UNCRC. More specifically the consultant will:

- Locate the rights of CWPC in the overall continuum of child rights in Kenya.
- Provide a comprehensive review of legal, policy, regulatory, institutional, programmatic, and funding landscape on the rights of CWPC in Kenya.
- Review the status of implementation of concluding observations of the UNCRC and other Conventions relating to the rights of CWPC in Kenya.

**Methodology**

The main approach to this assignment will be a contextual desktop review and key informant interviews targeting both state and non-state actors. The Key informant interviewees will be proposed by the consultant and ratified by *Changing The Way We Care* (CTWWC). With this knowledge, the consultant will be expected to thoroughly review all relevant national and county level policies, legislations, plans, programs and their implementation thereof.

**Specific activities and deliverables**

This assignment will be completed as enumerated here-below.

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<tr>
<th>Key area</th>
<th>Activities</th>
<th>Deliverables</th>
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<tr>
<td>Initial engagements to discuss the deliverables.</td>
<td>Discussions on the methodology and scope of the assignment</td>
<td>Inception report</td>
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<tr>
<td>Comprehensive desk review/Interviews/ critical analysis</td>
<td>Drafting the analytical report on CWPC in Kenya and draft shadow report</td>
<td>Draft report</td>
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<tr>
<td>Stakeholder input to the Revision of the analytical report and shadow report</td>
<td>Validation by stakeholders</td>
<td>Written and oral feedback</td>
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<tr>
<td>Revision of the analytical report and shadow report</td>
<td>Consolidation of the stakeholder input</td>
<td>Revised reports</td>
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<tr>
<td>Finalization of the reports</td>
<td>Final review and incorporation of final input</td>
<td>Final version of the discussion paper</td>
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Application Requirements
Applicants must submit the following documents:

- Letter of interest containing the statement of candidate’s experience undertaking similar assignments.
- Technical proposal outlining clear understanding and interpretation of the TORs and explanation of proposed methodology to undertake the assignment.
- Financial proposals (in USD) indicating professional fees and any other costs including applicable taxes. Please include cost per deliverable.
- Updated curriculum vitae of the person(s) to be involved in the execution of the assignment.

Qualifications
The minimum qualifications and skills required include:

- Four-year university degree in social sciences, law, or any relevant field.
- 10 years of working experience in child rights sector.
- Concrete evidence of past experience undertaking similar work is a must.
- Extensive knowledge on the various international and regional human rights treaties and conventions on child rights.
- Outstanding research, analytical, and writing skills.
- Demonstrated experience of working with governments and non-government partners.

Process:
Complete proposal packages must be submitted to regina.hill@crs.org with Cc to FY20RFPMail@crs.org, with Subject Line – “RFP #US2223 Reports to CRS.”
Complete responses are due May 4, 2021, 23:59 EDT (UMC/GMT-4) (11:59 p.m. ET).
ANNEX I – FORM OF CONTRACT

CATHOLIC RELIEF SERVICES - UNITED STATES CONFERENCE OF CATHOLIC BISHOPS
CONSULTING AGREEMENT for RESEARCH SERVICES

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 Requisition, 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 Requisition, 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 Requisition, 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 Requisition 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 Requisition. Invoices for such reimbursable expenses shall be submitted to the CRS Contact Person identified on the Consultant Requisition 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. Image Copyright and Work Product.
   (a) All images and the rights relating to them, including copyright, remain the sole and exclusive property of the Consultant. To the extent practicable, any CRS use of images will be accompanied by written credit or copyright notice to Consultant. Consultant herein grants to CRS and its partners a non-exclusive, perpetual, irrevocable, non-transferable, royalty-free, worldwide license to CRS and its partners for the use of the images in any and all media formats, whether now known or hereafter devised, including, but not limited to print, electronic, digital, online, and social media. For the purposes of Article III.3(a) and (b), “image(s)” means all viewable representations furnished by Consultant, whether captured, delivered, or stored in photographic, optical, electronic, or any other media, and any captions related thereto.

   (b) Notwithstanding Article III.3(a), Consultant acknowledges that CRS may use the image(s) and provide them to media outlets for public relations or journalistic purposes on the condition that text or caption accompanying the image(s) is related to CRS. In addition, Consultant acknowledges that CRS may syndicate text accompanied by images created by Consultant without additional compensation or royalty, on the condition that such syndicated text is related to
CRS. CRS will not have the right to syndicate images independently from a CRS-related text.

(c) Consultant agrees that all other work not described by Article III.3(a) that is 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.

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 governmental 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 and Code of Conduct and Ethics. Consultant acknowledges, understands, and agrees to comply with (i) the CRS Policy on Safeguarding attached hereto as Appendix A and (ii) the substantive provisions of the CRS Code of Conduct and Ethics attached hereto as Appendix B.
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 Requisition, 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 the CRS Code of Conduct and Ethics; 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 MAJEURE

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 Requisition.
   - **If to CRS:** To the electronic address of the CRS Contact Person as indicated on the Consultant Requisition 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

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 Global Supply Chain Management Signature)

Printed Name: ______________________________
Title: ______________________________________

Consultant:
By: ________________________________________ Date: ________________
   (Consultant’s Signature)

Printed Name: ______________________________
Title: ______________________________________