REQUEST FOR PROPOSAL

Issued on: June 2, 2021
RFP #: US2402 – Informatic Dashboard
Contract: One Award for Services
Proposal Due: July 7, 2021, 11:59 p.m. EDT

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
Clarification questions regarding the RFP must be submitted via e-mail to regina.hill@crs.org with CC to FY20RFPMail@crs.org, no later than close of business 06/10/2021. 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] on July 7, 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 in late June 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 financial 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 must remit their CV along with those of any proposed team members, along with maximum 8-page proposal illustrating the technical approach.

- a. Bids should be prepared simply and economically, providing a straightforward, concise description of the bidder’s ability to meet the requirements of the RFP.
- b. Scope of Work – Bidder must provide a bid based upon the specifications listed under the SOW.
- c. Signed Bid Response Form (Annex B)
- d. Completed Bidder Questionnaire (Annex C)
- e. Detailed Company Information (Annex D)
- g. Acknowledgement of CRS Code of Conduct (Annex F)

**Proposal Timeline**

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>RFP Launch</td>
<td>June 2, 2021</td>
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<tr>
<td>Bidder Intent to Bid</td>
<td>June 10, 2021</td>
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<tr>
<td>Bidder Questions to CRS</td>
<td>June 10, 2021, 11 p.m. EDT</td>
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<tr>
<td>Q &amp; A Document to Known Bidders</td>
<td>June 16, 2021</td>
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<tr>
<td>Complete Proposal to CRS</td>
<td>July 7, 2021</td>
</tr>
<tr>
<td>RFP Award</td>
<td>TBD</td>
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</table>

**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.
Feed the Future Global Supporting Seed Systems for Development (S34D)

SCOPE OF WORK

Consultancy task: Develop forage informatic dashboard using seed data and metrics; and, create a policy brief on forage seed systems in Ethiopia.

Duration/No. of days: Approximately 37 billable workdays
Period of Execution: June – September 15, 2021

1. Overview S34D

The Feed the Future Global Supporting Seed Systems for Development activity (S34D) is a five-year Leader with Associates Cooperative Agreement Award, funded by Feed the Future through the Bureau of Resilience and Food Security (RFS) and by USAID through the Bureau for Humanitarian Assistance (BHA). Catholic Relief Services is leading this consortium with the support of a team of Consortium Partners (CP’s): The Alliance for Bioversity International and CIAT (ABC), the Pan-Africa Bean Research Alliance (PABRA), Opportunity International (OI), and Agri Experience (AE). S34D’s Life of Activity (LOA) runs from August 2018 through August 2023. The overarching goal of S34D is to improve the functioning of national seed sectors in an inclusive manner in our focus countries. The activity aims to meet its goals by increasing the capacity of each of the seed systems to sustainably offer quality, affordable seeds of a range of crops (Objective 1) and increasing collaboration and coordination among all seed systems actors and actions (Objective 2). This integrated approach is further strengthened by cross-cutting IRs that seek to improve policies and practices that support pluralistic seed systems, rather than focusing on individual parts of each system. The current activity focuses on the intersection of formal and informal seed systems.

2. Background

Forages play a catalytic role in bridging gaps between crop and livestock sub-sectors. Increased livestock productivity is key for adapting and absorbing recurrent weather-related shocks and working towards building a transformative capacity in the long term for geographies with high livestock population and where continuous crop production is not viable. Research shows the increased importance of cultivated forages in reaching livestock productivity potentials (Ethiopia MoA Feed Strategy (2020); Peters et al (2001)\(^1\)). There are several ongoing efforts to tackle increase quality animal feed in the country and increase livestock productivity for Ethiopia. However, there are no comprehensive metrics for decision and policy-makers to review and assess growth in the sub-sector. Therefore, it would be good for research and development partners, private sector investors, and governments to have a better understanding of the trends in the forage sub-sector to invest in appropriate areas that enable inclusive agricultural transformation. More information about this less explored area will support discussions around making the right decisions and enable effective measurements to gauge developments. Currently there are no seed indices that focus on

forage seeds, which are very different from crop seeds and less studied. This activity will fill in that gap.

3. **Description of Work**

As background, CRS has conducted an in-depth research into the current existing seed metrics – TASAI, ASI, and World Bank’s EBA. CRS has a well-established knowledge set on which we will build off the current activity – especially the framework.

The goal of this consultancy is to develop a framework suited to summarize forage seed data and informatics so decision-makers and policy-makers could assess whether cultivated forage seed subsector is progressing to achieve the set targets. The consultant will support, CRS in developing this framework.

To meet this goal, the consultant will execute the following tasks.

1. **Support CRS in developing the forage seed metric framework;** In FY2019, CRS undertook a research study to assess the comparative advantage of the three key seed system metrics that exist: TASAI; World Bank’s EBA, and ASI. CRS had developed a set of recommendations to improve the existing metrics and create new ones to fill in gaps. Leveraging the work that was done in FY2019, CRS would like to develop a similar but simple framework catered for the forage seed sub-sector. The Consultant will support CRS to develop this framework and contextualize the same for Ethiopia.

2. **Once the framework is developed (#1 above), the Consultant will lead the coordination and collaboration on the ground to first validate the framework and metrics and then collect information to populate the chosen metrics in #1. Use primary, secondary, and grey literature.**

3. **Develop a forage seed system Policy Brief based on S34D’s FY20 activities.** The text of the brief is no more than 12 to 15 pages. The policy brief will comprise the policy implications uncovered during the FY20 studies and help facilitate discussions among various stakeholders. Policy issues that will be included are – new variety release and registration (the process, financial and time costs); QDS protocols (labelling, selling, costs, rules and regulations, what is allowed vs not allowed); contract farming for seed production including implications for land availability and irrigation facilities; policies set by the GoE on requirements for feed reserves. We want to create transparency and share information through this brief that is otherwise unavailable at the moment. As such, attention will be paid to those issues that are not fully informed with qualitative and quantitate data. For each of the topics, we want to synthesize the implications of these policies for the forage sub-sector in Ethiopia. Support in preparation of validation, dissemination, and finalization of the forage seed dashboard and the policy brief. Our goal is to serve stakeholders with the informatics that aid with such decision-making. As much as possible, data and information will be disaggregated by sex and age (wherever applicable).

The outputs of this activity are a forage-seed informatic tool developed and shared in the public domain, and one policy brief on forage seed subsector to facilitate dialogues among stakeholders.
The audience is national governments, institutions, and partners in Ethiopia. The lessons will be shared with policymakers, donor partners (such as USAID, BMGF, GIZ etc.) and regional players such as AGRA-PIATA.

### 4. Deliverables

<table>
<thead>
<tr>
<th>Activity</th>
<th>Deliverables</th>
<th>Location</th>
<th>Due date</th>
<th>Max. no. of days</th>
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<tbody>
<tr>
<td>1. Support CRS in developing the forage seed metric framework. CRS will provide the research done in FY2019, including the recommendations.</td>
<td>Framework established</td>
<td>Remote</td>
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<td>5</td>
</tr>
<tr>
<td>2. Lead the coordination and on the ground facilitation to collect information to populate the chosen metrics in #1. Use primary, secondary, and grey literature. CRS will provide literature review and consult on stakeholders for both primary and secondary data elements.</td>
<td>Dashboard populated</td>
<td>Field/remote</td>
<td></td>
<td>15</td>
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<tr>
<td>3. Develop a forage seed system Policy Brief based on S34D’s FY20 activities. CRS will lead on developing the annotated outline for the Consultant to populate. CRS will also provide documents and reports of the studies conducted under FY20 to leverage on in order to write-up the Policy Brief.</td>
<td>1 Policy Brief of publishable quality between 8-10 pages.</td>
<td>Remote</td>
<td></td>
<td>14</td>
</tr>
<tr>
<td>4. Prepare for the dissemination of forage seed dashboard and Policy Brief; CRS will lead the dissemination efforts with support from the Consultant. The Consultant will produce final drafts of the dashboard and Policy Brief after incorporating comments and feedback received from the dissemination workshop.</td>
<td>All outputs finalized and delivered to CRS</td>
<td>Remote</td>
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<td>3</td>
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Total number of work days 37

### 5. Communication

Communication will include regular skype meetings and submission of deliverables. The Consultant and the project team will first discuss the approach and chronology events of how the work will unfold.
Because of Covid-19, the consultant is required to adhere to Covid-19 restriction from USAID, CDC and WHO. CRS will provide regular Covid updates to the consultant. Any potential domestic travel will require prior authorization from CRS.

**Period of Performance:** 37 workdays.

6. **Requirements/Qualifications:**
- Doctoral degree in Economics, Plant Biology, Law and Economics, Regulation or Policy, Seed Systems, Agriculture or another equivalent field.
- At least 15 years-experience working in seed systems.
- Must demonstrate knowledge of seed policies, laws, and regulations in Ethiopia.
- Evidence of peer-reviewed publication pertaining to seed systems.
- Excellent in-country knowledge and information on current seed policies in Ethiopia.
- Must be an Ethiopian national with strong familiarity and working relationships with the government partners and seed unit within the MoA, Ethiopia.
- Superb collaboration skills to work with a diverse set of partners.
- Demonstrated publication record in seed related articles.
- Must be fluent in English and Amharic.

7. **Application**
Applicants should remit their CV along with those of any proposed team members, along with maximum 8-page proposal illustrating the technical approach, proposed team members, and proposed daily rates in USD by email to regina.hill@crs.org with CC to FY20RFPMail@crs.org on or before June 22, 2021.
ANNEX A: RELATIONSHIP DISCLOSURE

Describe any current or past relationships your organization may have with CRS, and if it is a potential conflict of interest. If there is a potential conflict of interest, please explain how this risk will be mitigated.

Describe any personal or familial relationships any employee of the Contractor has with any employee of CRS. If there is a relationship, please explain how any conflict of interest risk will be mitigated.

All bidder team members must complete this form.

Consultant:

By: ____________________________ Date: __________________

Printed Name: ____________________

Title: ____________________________
ANNEX B: PROPOSAL RESPONSE FORM

Submitted by:

The undersigned hereby submits the attached proposal for RFP #US2402 Forage Informatic Dashboard.

Authorized Name and Title:

Authorized Signature:

Witness Name and Signature:
ANNEX C: BIDDER QUESTIONNAIRE FORM

Completed table is required with Bidders official proposal.

<table>
<thead>
<tr>
<th>REQUESTED INFORMATION</th>
<th>BIDDER RESPONSE</th>
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<tbody>
<tr>
<td>Legal Company Name</td>
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<tr>
<td>Address</td>
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<tr>
<td>Telephone No. and Email Address</td>
<td></td>
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<tr>
<td>Website</td>
<td></td>
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<tr>
<td>Name of Contact Person</td>
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<tr>
<td>Title of Contact Person</td>
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<tr>
<td>Billing Address</td>
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<td>Tax Registration or equivalent document</td>
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<td>DUNS Number</td>
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<tr>
<td>Parent Company (if applicable)</td>
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<tr>
<td>Parent Company Address</td>
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<tr>
<td>Subsidiaries, Associates, Associations, Overseas Representatives</td>
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<tr>
<td>Type of Business (corporation, partnership, sole proprietorship, etc.)</td>
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<tr>
<td>Within the last three years, has administrative, civil or criminal litigation been</td>
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<td>pursued in any country against your Company? If yes, provide specific details.</td>
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<td>Three references: Two clients with a similar scope of services as requested in the RFP</td>
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<tr>
<td>One client with whom you were recently terminated or dismissed from contract.</td>
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Client Name, Email, Phone Number, Business Address
ANNEX D: DETAILED COMPANY INFORMATION

Submitted by (Name):

Please insert your responses within questions A through C below. The pages will expand as needed to fit your responses.

A. **Prior Experience/Brief Background:** Provide brief background of the company and indicate the prior experience of the company. (No more than 3 pages.)

B. **Unsuccessful Performance:** Please describe an unsuccessful performance for a client. (No more than 2 pages.)

C. **Location Work Plan:** Provide a detailed plan on how you intend to service the contract regarding the following:

   1) **Implementation Phase:** What will be the initial setup to start or kick-off the project?

   2) **Contingency Phase:** What are your contingency plans and how do you plan to carry them out if any unforeseen circumstances arise that can cause disruption in the service (e.g., pandemic, employee absence, platform/software/equipment failure)?
ANNEX E: GLOBAL FUND CODE OF CONDUCT FOR SUPPLIERS

**Global Fund Code of Conduct:** The Supplier or Service Provider agrees to adhere to the requirements laid out in the Supplier and Service Provider Code of Conduct.

ANNEX F: CRS’ CODE OF CONDUCT FOR SUPPLIERS

**CRS’ Code of Conduct:** The Supplier or Service Provider agrees to adhere to the requirements laid out in the Supplier and Service Provider Code of Conduct.
ANNEX G – 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 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 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.

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: _________________________________