Request for Proposals
ECD Project – Documentation of Business Trainers Manual Guide
RFP US8018.02.2024

<table>
<thead>
<tr>
<th>Consultancy Title</th>
<th>ECD Project – Documentation of Business Trainers Manual Guide</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP number</td>
<td>US8018.02.2024</td>
</tr>
<tr>
<td>Location</td>
<td>Remote</td>
</tr>
<tr>
<td>Anticipated Level of Effort</td>
<td>32 days</td>
</tr>
<tr>
<td>Anticipated Period of Performance (Six Months)</td>
<td>April 1, 2024 to May 14, 2024 (Based on 32 billable days.)</td>
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<tr>
<td>Procurement Contact Person</td>
<td>Anthony Russell (<a href="mailto:anthony.russell@crs.org">anthony.russell@crs.org</a>)</td>
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<tr>
<td>Due date for clarifying questions</td>
<td>March 7, 2024 [11:59 PM EST]</td>
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<tr>
<td>Due date for full proposal</td>
<td>March 15, 2024 [11:59 PM EST]</td>
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I. Background:

Catholic Relief Services (CRS) is implementing “Ke Ngoana Rona” (This is Our Child), a three-year early childhood development project in Lesotho which is meant to transform and improve the quality of childcare services at 30 target daycare centers (DCCs) in Maputsoe (Leribe district) and Thetsane (Maseru district) industrial settlements, resulting in improved nutrition, health, and developmental outcomes for children aged 0-4 years through an affordable and replicable model of daycare center services. Core project components include:

1. Enhancing quality daycare through improved infrastructure and training of Daycare Center Providers (DCPs) to provide age-appropriate stimulation and play-based learning; support proper child nutrition and hygiene practices; and provide childcare that meets national guidelines.
2. Linking DCCs with village health workers (VHWs) for immunization and micronutrient status verification, malnutrition screening, deworming and referral, where necessary.
3. Developing a replicable business model that allows DCPs to offer affordable, quality services and earn a living wage.
4. Supporting parents to pay for care through the establishment of Savings and Internal Lending Communities (SILC).
5. Promoting adoption of national daycare center guidelines informed by the global nurturing care framework, ensure centers’ compliance, and promote government support of centers to improve quality and access through engagement and advocacy with Lesotho Government stakeholders.
This scope of work concerns the project component: Developing a replicable business model that allows Daycare Centre (DCC) providers to offer affordable, quality services and earn a living wage.

The purpose of this strategic objective is to capacitate DCC providers with business management, financial and marketing skills so they are better able to effectively run and administer their DCCs in a structured, transparent, and accountable way. Moreover, their DCCs should demonstrate sustainability and growth.

During the first year of project implementation, Ke Ngoana Rona accompanied 10 DCCs through a process to achieve the above stated goals. The process consisted of four aspects including a business diagnostic assessment, business management training skills, coaching and mentorship, each described below.

**Diagnostic Assessment:** Collects information on the business and owner (DCP), including financial information on the business and examines the firm’s gross profitability and break-even. The small business diagnostic captures areas of management performance and identifies gaps and areas for capacity strengthening.

**Business Skills Training:** 10-13 modules delivered over three phases to DCPs. The training covers holistic business management skills, including core concepts of financial management, with simplified financial records and tools for day-to-day business tracking and monitoring.

**Business Coaching:** delivered to DCPs, through two modalities, five one-on-one coaching sessions and three group/team coaching sessions. Participants are coached on 5 identified priority areas which were found lacking and hindering growth of their businesses.

**Mentorship:** DCPs are provided with ongoing mentorship in the form of three (3) individual mentorship sessions where a mentor meets with a mentee and one (1) group mentorship session where they meet collectively. Mentors are identified from past DCPs cohort based on meritocracy and availability.

**II. Objective:**

The main objective of this scope of work is to document each above-mentioned stages in a manner to allow replication of the process by others. The consultant will work with the current business and entrepreneurship advisor to capture and document all the trainings and articulate in detail activities for each stage, outline supporting documents, and provide timelines and a how-to guide for each stage. This should take the form of a comprehensive DCC business trainers’ guide which comprises the aspects described above, and comprehensively incorporates the elements of training and accompaniment that were provided to Cohort One, in a replicable guide that will be used by trainers of future cohorts.

**III. Expected Deliverables by Consultant:**

1. Interview/discussion guide and interview documentation: a series of interviews/discussions with key CRS staff to gather relevant information on training that was delivered, and which needs to be documented
   a. Interview discussion guide
   b. Notes of interviews/discussions with key CRS staff
2. Revision of detailed outline based on interviews/discussions
3. Business curriculum & training materials
   3.1. Trainer’s guide developed using content drawn out from interviews, organized in clear, easy to use trainer’s guide template (Pre-service training template).
      a. The trainers guide should demonstrate clear layout, use simple English, and be user
friendly.

- Must cover topics:
  a. Intro section on how to use the materials/sections, including integration of other trainings that have an effect on the business model but are not part of this guide (e.g., SILC)
  b. Initial business assessment.
  c. Business management/Finance: bookkeeping and reporting.
  d. Marketing
  e. Coaching.
  f. MEAL (reporting/data collection for supervision/management/research/learning)

3.2. Visual aids/templates/examples (included in guide)
3.3. Inclusion of available photos/examples to illustrate key concepts (included in guide)
3.4. PPT slides to accompany each module/session of curriculum, aligned with content in trainer’s guide (contingent on available financing)
3.5. All materials delivered in Microsoft Word and Microsoft PPT (not InDesign)
   a. The manual should be specific about the roles and responsibilities of key stakeholders involved e.g. Facilitators & Participants etc.

IV. Basic Qualifications:
1. The consultant will hold master’s degree in business administration or management, Entrepreneurship, Marketing, Economics, Finance, or any related field.
2. The consultant will have at least 10 years’ experience supporting set-up and management of small and medium-sized enterprises (SME) in Southern and Eastern Africa. Previous experience in Lesotho doing similar assignment will be an advantage.
3. The consultant will have experience developing business training manuals, and training support materials aimed at service-type entrepreneurs.
4. The consultant must also demonstrate strong writing skills in English, have a strong client focus, and have excellent communication, and project coordination skills.
5. A demonstrated high level of professionalism and an ability to work independently and in high pressure situations under tight deadlines.

V. Clarifying Questions and Responses:
Prospective bidders may submit any clarification questions to anthony.russell@crs.org, by March 7, 2024 [11:59 PM EST]. Responses will be provided to any known prospective bidders by March 11, 2024. The solicitation name “US8018.02.2024 ECD Project – Documentation of Business Trainers Manual Guide” must be included in the subject line.

VI. Proposal Deadline:
All proposals must be sent to anthony.russell@crs.org no later than March 15, 2024 [11:59 PM EST for electronic submission]. The solicitation name “US8018.02.2024 ECD Project – Documentation of Business Trainers Manual Guide” must be included in the subject line.

VII. Required Application Components:
   a. Cover letter, which describes a brief summary of approach that demonstrates qualifications in undertaking the Scope of Work. This summary should highlight how the applicant will complete the deliverables. (Document cannot exceed 3 pages single-spaced.)
   b. Resume/CV (In English).
   c. Completion of separate attachment, Annex A, Terms and Conditions. See Attachment I.
   d. Completion of separate attachment, Annex B, which is also the table found under Section VIII Specific Activities, Timeline, and Level of Effort.
   e. Contact information for four professional references, with the following details about the references: (a) name, (b) position, (c) company, (d) phone number, (e) email address, and (f) city, state, country.
f. Compensation rate per day, level of effort (i.e., number of billable days), and total cost.

g. Relationship disclosure

i. Describe any current or past relationships you or your organization may have with CRS.

ii. Describe any personal or family relationships any employee of the Contractor has with any employee of CRS

VIII. Specific Activities, Timeline, and Level of Effort:

<table>
<thead>
<tr>
<th>Activity Number</th>
<th>Activities</th>
<th>Dates of Performance [Note to bidder: Please enter the proposed date or dates range for each task based on this total period of performance.]</th>
<th>Anticipated Number of Billable Days [Note to bidder: Please enter the proposed number of billable days for each activity. If, in your assessment, the total number of billable days needed is less than or exceeds 32 days, please explain in your proposal.]</th>
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<tbody>
<tr>
<td>1</td>
<td>Inception Call</td>
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<tr>
<td>2</td>
<td>Desk Review</td>
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<tr>
<td>3</td>
<td>Development of Interview/discussion guides</td>
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<td>4</td>
<td>Validation and edits of interview/discussion guides</td>
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<tr>
<td>5</td>
<td>Conduct interviews/discussions</td>
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<td>6</td>
<td>Organize content resulting from interviews/discussions</td>
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<tr>
<td>7</td>
<td>Revise Robust Outline</td>
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<tr>
<td>8</td>
<td>Validation and edits of Robust Outline</td>
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<tr>
<td>9</td>
<td>Drafting of Trainers Guide</td>
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<tr>
<td>10</td>
<td>Validation and edits of Trainers Guide</td>
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<tr>
<td>11</td>
<td>Finalization of Trainers Guide</td>
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<tr>
<td>12</td>
<td>Development of PPT slides to accompany Trainer’s Guide</td>
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<tr>
<td>13</td>
<td>Validation and edits of PPT slides</td>
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</table>
Attachment I: STANDARD TERMS AND CONDITIONS

CATHOLIC RELIEF SERVICES - UNITED STATES CONFERENCE OF CATHOLIC BISHOPS

CONSULTING AGREEMENT

PO# _______/ CPA# _______

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.

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**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 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 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: ________________________________