

Request for Proposals

The Development of a Positive Parenting Program for Families and Children in Chad

RFP US8217.05.2024

Consultancy Title	The Development of a Positive Parenting Program for Families and Children in Chad
RFP number	US8217.05.2024
Location	Remote
Anticipated Level of Effort	57 days
Anticipated Period of Performance	May 30, 2024 to December 15, 2024
Procurement Contact Person	Anthony Russell (anthony.russell@crs.org)
Due date for clarifying questions	May 20, 2024 [11:59 PM EST]
Due date for full proposal	May 27, 2024 [11:59 PM EST]

I. Background and Rationale:

In Chad, children face many protection risks. These include lack of access to education, household poverty, lack of infrastructure, armed conflict, gender-based discrimination and population displacement. These factors increase the risk of child abuse, neglect and exploitation. They are exposed to dangers such as sexual exploitation, gender-based violence, forced labour, early marriage for young girls and recruitment by armed forces or armed groups.

In 2015, a project was initiated by CRS to obtain funding from the Peacebuilding Support Office (PBSO) via UNICEF. Thus, the Child Protection Project was implemented with a view to strengthening the community child protection system jointly executed by the diocese of Moundou through the diocesan center for the fight against AIDS and the Entente des Églises et Missions Evangéliques au Tchad (EMET) in Kélo in Tandjilé from 2016-2018. It has enabled the establishment of 12 CPEs as community mechanisms in sub-prefectures, districts and 5 parishes in order to reduce the impact of HIV/AIDS on Orphans and Vulnerable Children (OVCs). Subsequently, the project was extended to the Hadjer Lamis, the Logone Occidental and the Lake. This phase allowed the structuring of community child protection networks through prevention, peaceful conflict resolution, peacebuilding and peaceful coexistence in the above-mentioned provinces covering the period from 2018 to 30 September 2021.

In addition, CRS, in partnership with UNICEF, conducted a project to set up community-based child protection mechanisms in N'Djamena, Moundou and Lac. To capitalize on this progress made with UNICEF funding, CRS launched a new project in 2023 to continue the progress made in community-based child protection in Chad. The focus of this new project is on **supporting the development of normative and strategic documents for the protection of children against violence, abuse and exploitation in Chad.**

CRS's main objective is to ensure that children in Chad live in safe communities where their basic needs are

met and their right to protection is respected. CRS will contribute to this main objective through a strategic objective that child protection actors provide appropriate care and support to children who are victims of violence, abuse, neglect or exploitation.

CRS will work to revitalize the existing child protection committees targeted in Moundou, Bol and N'Djamena through training in child protection rights and standards (CPE). CRS will focus on capacity building and coaching to ensure the long-term viability and effectiveness of these CPEs. This will be achieved through the harmonization of child protection outreach tools with other referral and referral tools. Trainings will be given to key protection actors who, in turn, will train CPEs on children's rights and protection, using the harmonized tools. Through this project, existing committees will also strengthen the use of referral mechanisms and referral mechanisms to local formal services to assist children who are victims of abuse, exploitation or neglect.

A key part of the project will be to build the capacity of parents so that they can provide positive parenting and appropriate support for their children's development. The project will work with key stakeholders and the Government of Chad to identify a positive parenting curriculum appropriate to the Chad context. The project will work with the Ministry of Women and Early Childhood for the development and implementation of a Positive Parenting Programme (PPP) by adopting the appropriate curriculum and common training manuals and guidance documents.

II. Scope of Work:

A consultant will be tasked with working with key stakeholders in the Government of Chad to conduct a desk review of existing positive parenting resources, consult with local stakeholders, and develop a positive parenting program that best meets the needs of Chadian families for better family care for children. To do this, the consultant will examine parenting curricula used in countries with similar socio-economic and child protection contexts. This comparative analysis will help to identify one or more existing programs, which can be consulted in the development of a program adapted to the context of Chad. The consultant will work with government and stakeholders, including the following entities:

1. The Ministry of Women and Early Childhood (Directorate of Children and Provincial Delegation)
2. Ministry of Justice (FP Child Protection)
3. Ministry of Education (Secondary Education Delegation)
4. Ministry of Public Security (Children's Brigade)
5. UNICEF
6. UNHCR
7. Office for the Coordination of Humanitarian Affairs
8. CARITAS N'Djaména
9. SOS Children's Village
10. Cooperazione Internazionale
11. International Plan
12. Union des Associations pour la Protection de l'Enfance au Tchad
13. Association des Femmes Juristes du Tchad

The consultant will work with these entities to develop a program that is best suited to Chad, based on evidence and the experience of positive parenting in similar contexts. The consultant will develop the curriculum and training materials in collaboration with the Ministry of Women and Early Childhood. The consultant will oversee the piloting of the program and the collection of lessons learned. After the pilot phase, the consultant will finalize the program using the lessons learned and make any necessary changes. The consultant will accompany key stakeholders through a curriculum validation process until validation is

complete, in line with relevant child protection policies and practices in Chad. Finally, the consultant will oversee the training of trainers who will be deployed in the field.

III. Expected Deliverables Submitted in French by Consultant:

1. Initial report including a proposal for a development process and participatory review with relevant government stakeholders in Chad.
2. Concept note on positive parenting program needs in Chad, which answers the main questions:
 - a. Why a program for Chad?
 - b. What problems will it solve or help solve?
 - c. What are the special and specific needs for a positive parenting program in Chad?
 - d. What is the form and scope? Who will be involved?
 - e. Comparative analysis review of parenting curricula used in similar countries in terms of socio-economic context and child protection.

This step should be carried out in consultation with stakeholders and set up a small team that will work with the consultant.

3. Initial proposal for a theme for the development or adaptation of a positive parenting program adapted to the context of Chad, with a detailed report presenting the selection criteria, the results of the comparative analysis, and documentation of a participatory review and selection process by the relevant stakeholders.
4. Draft Positive Parenting Curriculum adapted to the local context, including necessary modifications identified in collaboration with the Government, including training materials and training materials.
5. A plan for a pilot period with learning questions, and training of a small group of trainers for pilot implementation.
6. Review process based on lessons learned during the pilot period, including curriculum review documented by government stakeholders until final validation in accordance with child protection policies and practices in Chad.
7. Final version of the positive parenting curriculum, training materials and training materials finalized, ready to be used during the roll-out of the program.
8. Popularization process of the positive parenting program adopted by the Government and its partners throughout the country and in particular in the areas of intervention of the project (Moundou and Bol).

IV. Basic Qualifications:

1. The consultant must have a master's degree in social work, public health, psychology or a related field.
2. The consultant must have at least seven years of experience in the field of early childhood development and/or child protection.
3. The consultant must have demonstrated experience in the development of positive parenting programs, including the development of training programs, tools, and training materials for participants with low literacy skills.
4. Previous experience in Chad with the Ministry of Women and Early Childhood will be an advantage but is not required
5. The consultant must be fluent in French, written and spoken. Basic English proficiency is also required.
6. The consultant must demonstrate strong writing skills in French, be strongly client-focused, and possess excellent communication and project coordination skills.
7. The consultant must have a demonstrated high level of professionalism and an ability to work independently and in high-pressure situations under tight deadlines.

8. The consultant must have the ability to communicate clearly and effectively with government counterparts.

V. Clarifying Questions and Responses:

Prospective bidders may submit any clarification questions to anthony.russell@crs.org, by May 20, 2024 [11:59 PM EST]. Responses will be provided to any known prospective bidders by May 22, 2024. The solicitation name "US8127.05.2024 The Development of a Positive Parenting Program for Families and Children in Chad" must be included in the Email Subject Line.

VI. Proposal Deadline:

All proposals must be sent to anthony.russell@crs.org no later than May 27, 2024 [11:59 PM EST for electronic submission]. The solicitation name "US8127.05.2024 The Development of a Positive Parenting Program for Families and Children in Chad" must be included in the Email Subject Line.

VII. Required Application Components:

- a. Curriculum Vitae (CV): A detailed resume highlighting relevant education, professional experience and expertise in child protection, curriculum development and stakeholder engagement, experience in developing or piloting positive parenting programs is an asset
- b. Expression of interest letter in the consultation and describing the candidate's motivation, qualifications, and relevant experience in relation to the scope of the work. (Document cannot exceed 3 pages single-spaced.)
- c. Cover letter which describes a process and methodology for conducting the participatory curriculum development process with relevant government stakeholders in Chad. (Document cannot exceed 3 pages single-spaced.)
- d. Completion of separate attachment, Annex A, Terms and Conditions. See Attachment I.
- e. Completion of separate attachment, Annex B, which is also the table found under Section VIII *Specific Activities, Timeline, and Level of Effort*.
- f. Compensation rate per day, level of effort (i.e., number of billable days), and total cost.
- g. 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.
- h. 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 consultant has with any employee of CRS.

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

The anticipated period of performance is May 23, 2024 to November 30, 2024.

Activity Number	Activities	Deliverables	Dates of Performance [Note to bidder: Please enter the proposed date or dates range for each task based on this total period of performance.]	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 57 days, please explain in your proposal.]
1	Kick-off meeting and initial report			
	Kick-off meeting: The team of consultants will share the methodology and approach, including sample resources for the desk review, parenting programs used in similar countries in terms of socio-economic context and child protection, as well as the criteria and process for selecting the best existing program(s) for adaptation and adoption to the Chad context	Final methodology and approach agreed upon by all parties		
2	Concept Note on Positive Parenting Program Needs in Chad			

<p>Presentation and analysis of the different existing positive parenting programs used in similar contexts, highlighting their strengths, weaknesses, and potential applicability to the Chad context.</p> <p>Facilitation of open discussions to gather opinions, concerns, and recommendations from stakeholders regarding the needs for a positive parenting program in Chad:</p> <ol style="list-style-type: none"> I. Why a program for Chad? II. What problems will it solve or help solve? III. What are the special and specific needs for a positive parenting program in Chad? IV. What is the form and scope? Who will be involved? <p>Drafting of a concept note on the needs of a positive parenting program in Chad answering the main questions:</p> <p>Drafting of a concept note on the needs of a positive parenting program in Chad answering the main questions:</p> <ol style="list-style-type: none"> I. Why a program for Chad? II. What problems will it solve or help solve? III. What are the special and specific needs for a positive parenting program in Chad? IV. What is the form and scope? Who will be involved? V. Comparative analysis review of parenting curricula used in similar countries in terms of socio-economic context and child protection. 	<p>Concept Note</p>		
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3	Initial proposal for a theme for the development or adaptation of a positive parenting program appropriate to the context of Chad			
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	Initial proposal for a theme for the development or adaptation of a positive parenting program appropriate to the context of Chad, with a detailed report presenting the selection criteria, the results of the comparative analysis, and documentation of a participatory review and selection process by the relevant stakeholders.	Detailed report outlining the selection criteria, the results of the benchmarking, and documentation of a participatory review and selection process by relevant stakeholders		
4	Draft Positive Parenting Curriculum Adapted to the Context of Chad			
	Draft Positive Parenting Curriculum adapted to the local context, including necessary modifications identified in collaboration with the government, including training materials and training materials.	<ul style="list-style-type: none"> I. Draft Positive Parenting Curriculum II. Draft Training Material Drafts and 		
5	A plan for a pilot period with learning questions, and training of a small group of trainers for pilot implementation.			
	A plan for a piloting period with learning questions			
	Training of a small group of trainers for the implementation of the pilot period			
6	Review process based on lessons learned during the pilot period, including curriculum review documented by government stakeholders until final validation in accordance with child protection policies and practices in Chad.			

	<p>I. Make the necessary changes to the curriculum based on the lessons learned in the pilot phase.</p> <p>II. Present the revised curriculum to stakeholders for review and comment.</p>	Documentation of the curriculum validation process and required revisions.		
	<p>III. Collect feedback from stakeholders and make adjustments as needed based on feedback received.</p> <p>IV. Repeat the validation process until the curriculum is definitively approved by all stakeholders.</p> <p>V. Finalize the documentation of the validation process, including any adjustments made until the final validation.</p>			
7	Final version of the positive parenting curriculum, training materials, and finalized training materials			
	Make necessary adjustments based on feedback received	<ul style="list-style-type: none"> • Activities/Tasks • Final version of training materials and • Final version of training materials. 		
8	Popularization process of the positive parenting programme adopted by the Government and its partners throughout the country and in particular in the areas of intervention of the project (Moundou and Bol)			
	Conduct a Training of Trainers (TOT) on the Positive Parenting Curriculum (different levels: provinces)	<p>Report of the 30 TOT Training</p> <p>Presentation of TOT Training Certificates</p>		

	<p>Monthly Mentoring and Formal Follow-up of Trained Trainers/Facilitators (piloted in N'Djamena)</p>	<p>Follow-up mission of TOT trainings in the field</p> <p>Report of the monitoring of training organized by</p>		
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		<p>trainers in the field</p>		
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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.

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: _____
(Authorized HQ Global Supply Chain Management Unit Signature)

Date: _____

Printed Name: _____

Title: _____
HQ Department of Global Supply Chain Management Unit

Consultant:

By: _____
(Consultant's Signature)

Date: _____

Printed Name: _____