

# Request for Proposals

Markets in Crisis (MiC) Strategy and Learning

RFP US9101.13.2024

Consultancy Title	Markets in Crisis (MiC) Strategy and Learning
RFP number	RFP US9101.13.2024
Location	Remote
Anticipated Level of Effort	40 Days
Anticipated Period of Performance	December 24, 2024 to April 30, 2025
Procurement Contact Person	Anthony Russell ( <a href="mailto:anthony.russell@crs.org">anthony.russell@crs.org</a> )
Due date for clarifying questions	November 20, 2024 [11:59 PM EST]
Due date for full proposal	December 6, 2024 [11:59 PM EST]

## About CRS and the MiC

Catholic Relief Services carries out the commitment of the Bishops of the United States to assist the poor and vulnerable overseas. Our Catholic identity is at the heart of our mission and operations. We welcome as a part of our staff and as partners people of all faiths and secular traditions who share our values and our commitment to serving those in need.

CRS now alongside Mercy Corps co-hosts the Markets in Crisis CoP which aims at enhancing and supporting the collaboration of a diverse group of emergency and development practitioners from multiple regions, so that they apply good-practices to design and implement high quality market-based programming in crises contexts. Officially created in February 2014, the MiC CoP provides a platform for various actors engaging with markets in crisis-affected contexts to discuss ideas and experiences, share resources and learning, and foster greater collaboration to improve market-based programming (MBP) in practice. MiC aims to facilitate links between those whose work focuses on crisis responses and those who are more concerned with longer-term market functioning and development. MiC members come from diverse backgrounds: NGOs, donors, academics, UN agencies and the private sector. The MiC platform offers a range of ways for community members to engage – through an online discussion group, a searchable resource library, webinars, networking events, calls for evidence, and facilitated live discussion forums.

CRS and Mercy Corps aim to build on the momentum created in the past by expanding the collective vision of what it means to be the MiC CoP, by providing relevant and fresh learning agendas for the CoP, providing full support to the Advisory Committee (AC), which provides strategic and operational direction to the MiC, and diversifying the membership via intentional outreach and engagement activities.

## I. Background

Collaboration and inclusion are at the heart of the MiC Hosting Consortium's vision for the future of the MiC CoP. Since its inception, MiC has been overseen by an experienced AC whose role is to provide strategic and operational direction to the MiC CoP – developing its learning agenda and annual priorities, providing technical inputs to learning events and knowledge products, and representing the CoP to stakeholders.

The MiC **learning agenda** aims to explore thematic areas around market-based programming in crises and to engage in proactive outreach to local actors. The 2024 learning agenda has been focused on: (i) Exploring market systems resilience frameworks and practices, (ii) Mobility, migration and markets, (iii) Climate change, markets and the green economy. CRS and Mercy Corps are committed to continue developing these annual learning agendas with the support of the AC in an intentionally collaborative fashion by mainstreaming localization in all its activities to strengthen the community by adding a variety of voices from more regions, countries and sectors. For this purpose, the consortium is interested in engaging a consultant to identify and support conceptualizing of 'Local Hubs' in various regions (e.g., East Africa, Latin America, Asia, etc.) which represents a shift towards a more locally led learning agenda and outreach for the MiC CoP.

MiC was officially created in 2014 and until 2021 the CoP had a dedicated SEEP funded facilitator. Following the unforeseen collapse of SEEP in 2021, the Advisory Committee (AC) of MiC stepped in and provided some interim stability, with support from the team from SCALE, a BHA-funded initiative. The IRC, as an agency member of the MiC AC filled this interim hosting role from October 2022-2024 and maintained the community via a subsequent BHA funded project while the AC secured a longer-term host. As of October 2024, CRS and Mercy Corps are the new hosts of MiC CoP. Therefore, additionally, the consortium hosts are interested in developing a long-term **vision** for the direction, development and sustainability of MiC CoP.

## **II. Purpose**

The hosting consortium, under the technical oversight of the MiC AC, aims to develop a five-year-long-term strategic plan for the sustainable growth of the MiC CoP underpinning an 18-month localized learning agenda cover the period of spring 2025 to fall 2026)

For this purpose, CRS is seeking a consultant / team of consultants to lead this work, through key informant interviews (KIIs) and focus group discussions (FGDs) to ensure input from local voices and the overall community of practice, through consultations with the MiC Advisory Committee (AC), input from MiC Practitioners, consulting relevant MiC documentation, while closely collaborating with MiC Facilitator and Learning Advisor.

## **III. Objectives**

**Objective 1:** Support development of a **localized learning agenda**, building on a developed concept of localized learning hubs.

**Objective 2:** Develop a Strategic Plan for MiC that communicates a 5-year vision for the community of practice (CoP), its influence and engagement approach, and resource mobilization.

## **IV. Expected Outputs:**

1. **Under Objective 1**, to develop an 18 month localized learning agenda, the following outputs are expected, as a result of activities undertaken by the consultant:

- 1.1. Collaborate with MiC Advisory Committee and hosting consortium to agree on a relevant list of potential hub locations and organizations (localized learning hubs) to partner with, to develop and drive a localized learning agenda and regional learning events, to ensure practitioners working closest to crises can meaningfully engage. The consultant will be provided with a one-pager on the concept of ‘localized learning hubs’ and an initial long-list of contextually appropriate networks/organizations, which the consultant will further validate. These localized learning hubs will simultaneously play a role in increasing and diversifying the MiC community of practice. The consultant will lead the engagement of these hubs in multiple regions where feedback will be solicited into learning agenda content (output 1.3) and deep dive topics (output 1.4).
- 1.2. Host a series of focus group discussions and key informant interviews, to outline localized demand for learning on market-based programming to feed into an 18-months locally led learning agenda. Initially, MiC will continue building on the current ongoing learning agenda of 2024, and additional , practitioner-led themes will be identified for the global CoP and for local “hubs” through surveys to the MiC community, feedback from learning events and outreach to field practitioners. Based on the work of the consultant under this output, the MiC Hosting Consortium anticipates moving fully to a locally led learning agenda, making use of the identified and established local hubs
- 1.3. Establish and set a final 18 month learning **agenda**. The local learning agenda will build on outputs 1.1 and 1.2 and will be structured around critical questions examining knowledge, experiences, issues and challenges that facilitate or impede uptake of market-based programming (MBP) and identify and outline learning activities (such as: case study, learning brief, tipsheet, blog, etc.) that will address the learning questions. The process will also focus on decentralizing input and developing localized learning agenda topics that focus on the most critical issues in local hubs where market-based programming is prominent. The learning agenda will not only have a thematic focus, but it will also respond to the wider purpose and scope of MiC CoP.
- 1.4. Identify topics for the delivery of an **evidence gathering exercise** in FY25, differently called a thematic ‘deep dive’ exercise aiming to fill gaps in evidence in the MiC CoP and to support learning and best practices around quality market-based programming. The topic for FY24 is identified and will be “Market Support Programming”. The consultant, supported by the Advisory Group and CRS MiC Facilitator, is expected to identify the topic for the second year, by engaging in scoping, including: solicit recent resources, organize virtual dialogues, short implementers workshops, FGDs, KIs to highlight lessons learned from major responses in the past year.
2. **Under Objective 2**, to develop a five-year strategic plan for the MiC community of practice, the following outputs (strategic plan components) are expected, as a result of activities undertaken by the consultant:
  - 2.1. Develop a concise Vision Statement for MiC’s 5-year Strategic Plan, clearly identifying MiC’s role in advancing MBP and the COP’s value add relative to other learning-focused

platforms/actors. The statement should also outline high priority work streams that would advance the quality and volume of MBP programming, and recommendations on Year 1 actions to align MiC activities with the Strategic Plan and learning agenda.

- 2.2. Develop **Outreach and Engagement Strategy** with practitioners of market-based programming in crises, aiming at expanding and diversifying the MiC community of practice. The components of outreach and engagement strategy include but are not limited to: (i) expansion and formalization of strategic collaboration with networks such as CaLP, Beam, CAG and other relevant networks to be identified by the consultant; (ii) input from localized learning hubs (output 1.1) which will feed the further understanding of the COP; (iii) developing of a communications strategy with an aim to promote MBP based on findings within the COP and in line with MiC learning priorities and topics. In the immediate term, the MiC consortium has resourced activities such as virtual discussions, webinar series, promotional videos, and other relevant activities to ensure the dissemination of learning products developed under the learning agenda. The communications component of the plan should be inclusive of learning dissemination activities but also address foundational elements, such as identifying critical audiences and different content pathways drawing on existing assets, such as the website and discussion platform, while also recommending others.
- 2.3. Develop **Resource Mobilization Strategy** to ensure sustainability of the MiC CoP and availability of resources for long-term engagement. The consultant is expected to propose resource mobilization strategies including: (i) donor engagement through formal engagement strategies, donor communication pathways and understanding of their priorities, (ii) visibility of MiC outside the current CoP and role of Advisory Committee in representing CoP to relevant stakeholders, (iii) and additional funding streams, including potential products that MiC CoP can offer (i.e. foundational training on MBP in crises), private sector engagement, etc.

## V. Deliverables

The consultant is expected to provide the following main deliverables under the proposed timeline. Some of these deliverables are further composed of intermediate deliverables,

### Deliverables under Objective 1:

- 1.1: Shortlisted of potential relevant local learning hubs, based on the list provided by the consortium host and validation carried out by the consultant.
- 1.2: Concept for establishing and engaging with local learning hubs.
- 1.3 **Draft tools for consultations with COP and other stakeholders (survey, FGD/KIIs, etc.)**
- 1.3: Summary findings from the consultations FGD/KIIs, learning surveys and other engagement tools), to inform the learning agenda and five-year strategy
- 1.4: Finalized Learning Agenda including proposed types of activities as per targets of MiC.
- 1.5: Identification of thematic topic of one 'deep dive' evidence gathering exercise for FY25.

### Deliverables under Objective 2:

- 2.1: Outreach, Engagement, and Communication Strategy with all relevant sub-components
- 2.2 Content pathway visual
- 2.3: Resource Mobilization Strategy

## **VI. Basic Qualifications**

1. A post-graduate degree in an appropriate technical field (e.g. international development, economic development, etc.), or research field.
2. 7+ years of progressive and proven high level of competence in socio-economic development, economic-development related programs.
3. Experience with market-based programming in crises. The consultant is expected to have previously worked at the nexus of humanitarian emergency assistance and market system development, on various geographies, including fragile environments.
4. Experience in monitoring, learning and evaluation (MEL) and collaboration, learning and adaptation (CLA).
5. Previous proven experience in processes of designing strategic plans or alternatively direct experience of working with community engagement and/or resource mobilization irrespective of field.
6. Ability to work independently and to work with people located in different geographic locations
7. Excellent spoken and written communication skills in English. French, Arabic and/or Spanish skills highly desirable.
8. Sensitivity to cultural differences and the ability to work in a variety of cultural contexts.
9. Committed to Equal Opportunities (e.g., gender, race, disability).

## **VI. Clarifying Questions and Responses:**

Prospective bidders may submit any clarification questions to [anthony.russell@crs.org](mailto:anthony.russell@crs.org), by November 20, 2024 [11:59 PM EST]. Responses will be provided to any known prospective bidders by November 25, 2024. The solicitation name "US9101.13.2024 Markets in Crisis (MiC) Strategy and Learning" must be included in the Email Subject Line.

## **VII. Proposal Deadline**

All proposals must be sent to [anthony.russell@crs.org](mailto:anthony.russell@crs.org) no later than December 6, 2024[11:59 PM EST for electronic submission]. The solicitation name "US9101.13.2024 Markets in Crisis (MiC) Strategy and Learning" must be included in the Email Subject Line.

## **VIII. Required Application Components:**

- a. Curriculum Vitae (CV): A detailed resume highlighting relevant education, professional experience, and expertise in Markets in Crisis (MiC) Strategy and Learning.
- b. Expression of Interest letter expressing interest 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. 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 VII *Specific Activities, Timeline, and Level of Effort*.
- e. Compensation rate per day, level of effort (i.e., number of billable days), and total cost.

- f. 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.
- 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 Consultant has with any employee of CRS.

**IX. Specific Activities, Timeline, and level of effort** The anticipated period of performance is December

Activity Number	Activities	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: If, in your assessment, the number of billable days needed exceeds 40 days, please explain in your proposal.]
Objective 1 - Learning Agenda			
1	1.1 Validate and shortlist of potential partners for local learning hubs		
2	1.2 Setup plan and deliver KIIs, FGDs, online surveys		
3	1.3 Finalize local learning demand on MBP in crises		
4	1.4 Draft Learning Agenda		
5	1.3 Finalize of Learning Agenda		
6	1.5 Identify topic for 'deep dive' evidence gathering exercise, for year II		
Objective 2 - Strategic Plan			

7	2.1 Draft vision statement		
8	2.2 Develop outreach and engagement strategy		
9	2.3 Develop resource mobilization strategy		

## 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](mailto: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: \_\_\_\_\_