

Request for Proposal

RFP US9235.13.2024

Consultancy Title	Review and Improvement of Instructional Design for CRS SMART Skills 2.0 Training Materials
RFP number	RFP US9235.13.2024
Location	Remote
Anticipated Level of Effort	40 Days
Anticipated Period of Performance	February 13, 2025 to March 28, 2025
Procurement Contact Person	Anthony Russell (anthony.russell@crs.org)
Due date for clarifying questions	December 20, 2024 [11:59 PM EST]
Due date for full proposal	January 13, 2025 [11:59 PM EST]

I. Background:

Catholic Relief Services (CRS) has updated the Skills for Marketing and Rural Transformation (SMART Skills), its signature global approach to capacity strengthening in Agriculture and Livelihoods programming. Building on CRS' global experience and evidence of impact, SMART Skills 2.0 adopts a participant-centered approach and takes a modular design based on the SMART Skills Competency Model, which allows for easy adaptation to local and project contexts.

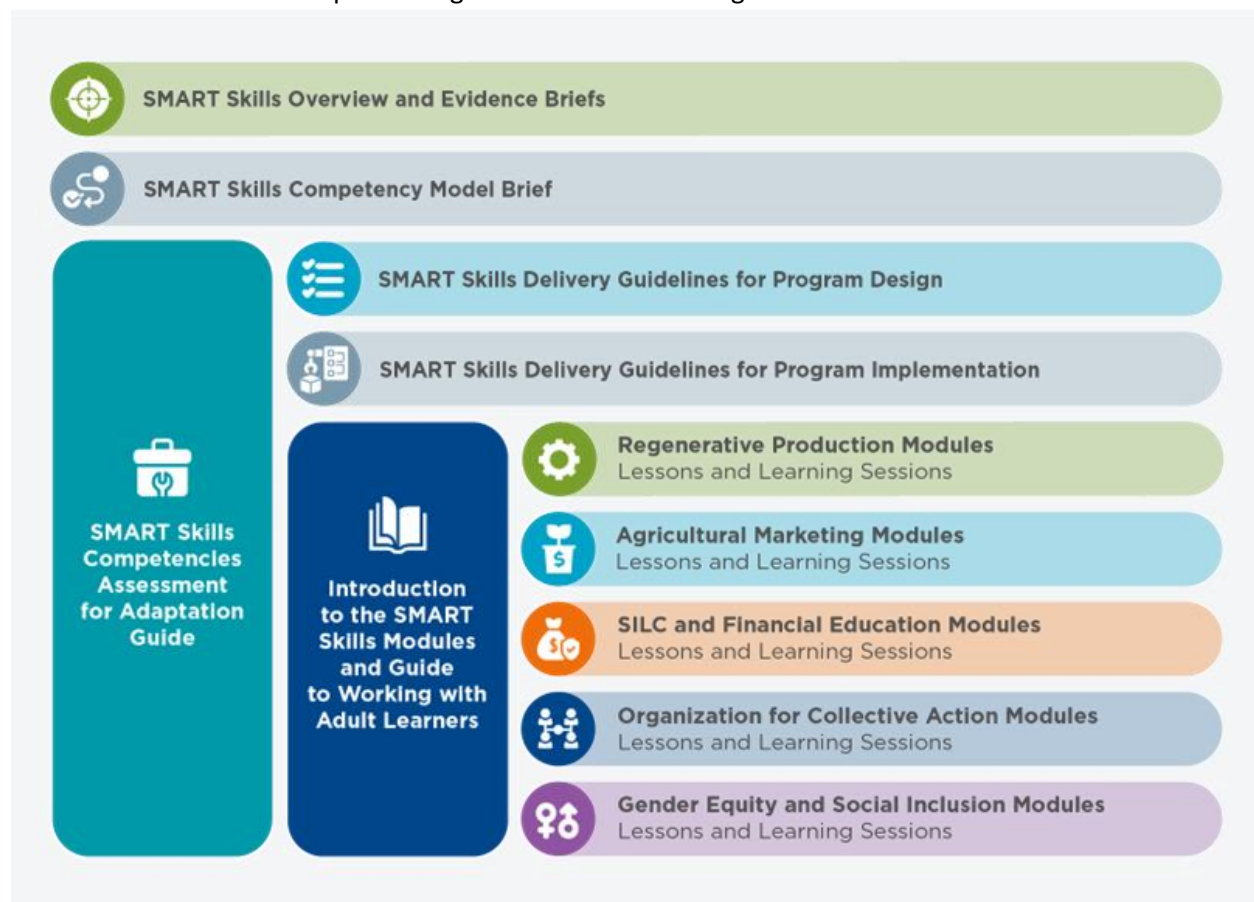
As a result, SMART Skills 2.0 introduces the following enhancements:

1. Adopts a modular and competency-based approach to capacity strengthening, allowing for prioritization, and streamlining.
2. Explicitly defines capacity strengthening goals in terms of concrete behavior change, allowing for clear communication of these goals and evidence of impact to multiple stakeholders, including scaling partners.
3. Aligns the structure and content of training materials and tools with concrete behavior-change goals, while allowing for contextualization to adapt training content to local contexts and program needs.
4. Uses information and communication technology for development (ICT4D) to reach program staff and participants more effectively and efficiently. This includes a digital platform where training materials can be accessed, adapted, and shared within and across projects.

5. Strengthens the capacity of established local actors to deliver effective agricultural livelihoods training, monitor results, build their own evidence base of impact, and increase the scale of their work.
6. Embeds competency assessments to inform the design and ongoing adaptation of capacity strengthening strategies and activities and includes tools to evaluate their effectiveness in achieving outcomes and goals.

The various components of the SMART Skills 2.0 Suite are illustrated in the following graphic. Each component is designed to be comprehensive and user-friendly, allowing for smooth implementation of the SMART Skills approach.

The training content for each competency area (Regenerative Production, Agricultural Marketing, Financial Inclusion, Organizing for Collective Action, and Gender Equity and Social Inclusion) is organized into modules, each of which aims to develop a unique competency for the end user and is divided into lessons, each of which addresses a new behavior or behavior change. Each lesson may include one or more learner sessions designed to train and encourage end users to take concrete actions and/or adopt concrete practices that are required to demonstrate the respective behavior. As such, learner sessions are action-oriented and require thoughtful instructional design to facilitate those actions.



The following table summarizes the structure of each module, its correspondence to the SMART Skills Competency Model, the type of adaptations that trainers (CRS, project partners, or scaling partners) are

encouraged to make as necessary, whose role it will be to make these adaptations, and the end user of each section of a module.

Module Section	Competency Model Correspondence	Type of CP/project adaptations	Who is responsible for adaptation	End user
Module Introduction	<i>Competency</i> to be strengthened	Customization	Master trainers and CP/project experts	Extension agents
Lessons	<i>Behaviors</i> to be adopted or changed	Customization	Master trainers and CP/project experts	Extension agents and community-based agents
Learner Sessions	<i>Actions</i> to be practiced	Contextualization	CP/project experts and extension agents ¹	Community-based agents and participants

II. Consultancy Overview:

The purpose of this SoW is to engage a consulting firm to review and improve the instructional design of the SMART Skills 2.0 training materials. These materials will be used to train extension agents, community-based agents, and project participants to improve their knowledge and skills in the key competency areas of regenerative production, agricultural marketing, financial inclusion, and organizing for collective action. The training materials also include a general introduction to the SMART Skills 2.0 training modules and a guide to working with adult learners to strengthen the facilitation skills of extension agents and community-based agents.

III. Objectives:

1. Revise the training content developed for extension agents and community-based agents for consistency, simplicity, and alignment.
2. Revise and the current instructional design of the SMART Skills 2.0 learner sessions developed for extension agents and community-based agents for delivery to target learners (direct project and scaling participants).
3. Work with the content developers for each competency area and pilot project staff to contextualize the instructional design of the learner sessions of the training modules based on their needs and priorities.

IV. Key Activities:

1. Onboarding – up to 2 days of effort

This activity includes a series of introductory meetings with a) the SMART Skills 2.0 Coordinating Team, b) members of the content development task forces for each competency area, and c) pilot project staff. The outcomes of these meetings will be i) a better understanding of the needs and expectations involved CRS teams, ii) a detailed work plan, and iii) full access to the

¹ Extension agents are typically paid staff of local implementing partners, government extension services, private sector partners, and/or producer organizations. Learner sessions may best be contextualized in a two-step process – by master trainer/ project experts and then with refinement during the training of extension agents.

latest versions of the training materials and all other relevant materials for the successful implementation of the work.

2. Revise modules and lessons for consistency, alignment, and simplicity - up to 10 days of effort

2.1 Review the training content developed for extension agents and community-based agents, including i) the general introduction to the SMART Skills 2.0 modules, ii) the general introduction and the induction module with the guide for working with adult learners, and iii) the modules introduction and lessons of three competency areas (regenerative production, agricultural marketing, and organizing for collective action) for a total of 15 modules, and propose concrete revisions for consistency, simplicity, and alignment as well as appropriateness for our audiences and for them to find the content engaging.

2.2 Organize working sessions with the three competency area task forces to discuss and agree on the proposed changes to the general introduction, modules' introduction and lesson content.

2.3 Make the agreed revisions for one of the competency areas and share with the main and secondary consultancy contacts for feedback.

2.4 Finalize the revision for all three competency areas taking in consideration the feedback received from the main and secondary consultancy contacts.

3. Revise and supplement learner sessions as needed, focusing on instructional design effectiveness - up to 25 days of effort

This is the core activity of this consultancy and includes the following sub-activities:

3.1 Review and suggest improvements and additions to the learner sessions of each lesson and module for the three competency areas and induction module as needed.

3.2 Organize working sessions with the three competency area task forces and induction module task force to discuss and agree on the proposed improvements to the learner sessions and implement the agreed improvements.

3.3 Revise and finalize all materials in a format ready to be uploaded to the Notion platform and review and revise the uploaded materials in Notion if necessary.

V. Basic Qualifications:

1. Proven track record of developing engaging and effective learning experiences for diverse learners in agricultural and rural settings with very limited education and no/low literacy skills.
2. Knowledge of accessibility requirements to ensure that instructional materials are inclusive and provide equal access to all learners, including those with disabilities.
3. Extensive experience in using a competency model approach as a framework for designing action-oriented training materials.
4. Effective communication skills to work with the consultancy main and secondary contacts, subject matter experts and other stakeholders. The consultant should be able to explain complex concepts in a clear and understandable manner.

5. Ability to find creative solutions to challenges that arise during the development of the consultancy.
6. A client-centered approach to ensure that learning materials are aligned with the client's specific needs, goals, and expectations.
7. Understanding of common learning theories and how to apply them, such as cognitive load theory, to give learners the best chance for behavior and practice change.

VI. Clarifying Questions and Responses

Prospective bidders may submit any clarification questions to anthony.russell@crs.org, by December 20, 2024 [11:59 PM EST]. Responses will be provided to any known prospective bidders by December 31, 2024. The solicitation name "US9235.13.2024 Review and Improvement of Instructional Design for CRS SMART Skills 2.0 Training Materials" must be included in the Email Subject Line.

VII. Proposal Deadline:

All proposals must be sent to anthony.russell@crs.org no later than January 13, 2025 [11:59 PM EST for electronic submission]. The solicitation name "US9235.13.2024 Review and Improvement of Instructional Design for CRS SMART Skills 2.0 Training Materials" 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 instructional design of the SMART Skills 2.0 training materials.
- b. Provide a sample of similar work.
- c. 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.)
- 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 IX *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.

IX. Specific Activities, Timeline, and level of effort. The anticipated period of performance is February 13, 2024 to March 28, 2025

Activity Number	Deliverable	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.]
1	Detailed consultancy workplan agreed		
2.1	Summary of concrete revisions proposed for consistency, simplicity, and alignment.		
2.2	Revised training content for one module (module introduction and lessons) for feedback.		
2.2	Revised training content for the 15 modules (modules introduction and lessons)		
3.1	Summary of concrete revisions proposed to improve and/or complement the learner sessions		
3.2	Revised learner sessions for one module for feedback.		
3.3	Revised learner sessions for all modules and lessons ready for uploading in Notion		
4	Revised modules, lessons and learner sessions in Notion		

Key Contacts

The main contacts will be Maria Veronica Gottret, STA Agriculture and Livelihoods Research | MEAL, and Jonathan Schofield, TA Agriculture and Livelihoods.

Secondary contacts for the individual task forces will be Olaf Westermann, STA Climate Change | Agriculture and Livelihoods (Regenerative Production), Henry Panlibuton, TA Market Systems Development (Agricultural Marketing), and Austen Moore, STA Resilience and Recovery (Organizing for Collective Action).

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: _____