REQUEST FOR PROPOSAL (RFP)

RFP Title:
Consultancy on Improving Development Outcomes of Public-Private Partnerships in Agriculture and the Environment

<table>
<thead>
<tr>
<th>RFP #:</th>
<th>RFP Amendment #:</th>
</tr>
</thead>
<tbody>
<tr>
<td>13140013</td>
<td>0</td>
</tr>
</tbody>
</table>

Issue Date:
Wednesday July 17th, 2013

Close Date:
Friday August 9th, 2013 at 13:00 hours Eastern Standard Time

Contracting Authority Division:
Procurement Management
Name: Jennifer McDonald
Title: Procurement Officer
Tel#: 613-696-2017
Email: fad-pm@idrc.ca

Originating Division:
SECTION 1 – INTRODUCTION

The purpose of this section is to provide general information about IDRC and this RFP.

1.1 IDRC BACKGROUND

The International Development Research Centre ("IDRC") is a Canadian Crown Corporation established by an act of Parliament in 1970.

IDRC was created to help developing countries find solutions to their problems. It encourages, supports, and conducts research in the world’s developing regions, and seeks to apply new knowledge to the economic and social improvement of those regions. IDRC aims to reduce poverty, improve health, support innovation, and safeguard the environment in developing regions.

IDRC employs about 410 people at its Ottawa, Ontario, Canada head office and at its global regional offices.

For more details visit: www.idrc.ca

1.2 PURPOSE OF THIS RFP

IDRC requests proposals for Consultants to provide three scoping studies on Public-Private Partnerships. Requirements for consultants are described in the Statement of Work, Annex “A”. Work is expected to start September 2013.

Each applicant must submit a comprehensive and detailed proposal in one, two, or three areas of study (public health, agriculture, or food security), indicating the area(s) for which they are submitting a proposal. Each proposal must include a separate implementation plan and budget for each of the area(s) indicated. Each area of study will be evaluated separately.

1.3 DOCUMENTS

The documents listed below form part of and are incorporated into this RFP.

- This RFP document
- Annex “A” – Statement of Work
- Annex “B” – Contract Terms and Conditions

1.4 REQUIREMENTS

In this RFP document, words such as “must”, “shall” and “will” denote a Mandatory Requirement. Words such as “may”, “can” and “should” denote IDRC’s suggested approach.
Caution: Proposals which fail, in the sole discretion of IDRC, to meet any Mandatory Requirement will be eliminated from further consideration in the evaluation process.

Requirements will be evaluated according to the degree to which they meet or exceed IDRC’s requirements.

SECTION 2 – CONDITIONS

The purpose of this section is to inform the Proponent about IDRC’s procedures and rules pertaining to the RFP process.

2.1 CONTRACTING AUTHORITY

All matters pertaining to this RFP must be referred exclusively to the Contracting Authority named above.

2.2 INQUIRIES

Proponents must aggregate requests for clarifications and shall submit them in writing by July 25th, 2013 electronically via email to the Contracting Authority as early as possible within the bidding period in order to receive a response prior to the close date. Enquiries received after this deadline cannot be guaranteed a response.

The Contracting Authority will provide, to all Proponents, any information with respect to significant inquiries received and the replies to such inquiries without revealing the sources of the inquiries.

2.3 SUBMISSION CLOSE DATE

Proposals must be received by Friday, August 9th, 2013 at 13:00 hours Eastern Standard Time.

Caution: Late proposals will not be accepted. No adjustments to proposals will be considered after the close date, unless otherwise provided herein.

2.4 PROPOSAL DELIVERY INSTRUCTIONS

2.4.1 Number of Copies
- One (1) signed proposal must be submitted.
- The Financial Proposal should be submitted as a separate document from the others.

2.4.2 Method of Sending
Proposals must be made electronically via email in Microsoft Word or in PDF to the Contracting Authority.
2.4.3 Other
- Proponents email subject line should cite: “RFP # 13140013, Consultancy on Improving Development Outcomes of Public-Private Partnerships in Agriculture and the Environment”.
- Proposals may be submitted in English or French.

2.5 VALIDITY OF PROPOSAL

Proposals must remain open for acceptance for sixty (60) days after the close date.

2.6 PROPOUNENTS COSTS

Unless otherwise provided herein, all costs and expenses incurred by a Proponent in any way related to the Proponent’s response to the RFP, including but not limited to any interviews, presentations, subsequent proposals, review, selection or delays related thereto or occurring during the RFP process, are the sole responsibility of the Proponents and will not be chargeable in any way to IDRC.

2.7 GOVERNING LAWS

This RFP is issued pursuant to the laws of the province of Ontario and the laws of Canada.

2.8 CONFLICT OF INTEREST

The Proponent shall avoid any conflict of interest during the competitive process and shall immediately declare any existing, potential or apparent conflict and shall, upon direction of IDRC, take steps to eliminate any conflict or perception that a conflict of interest exists.

In the event that a conflict of interest, real or perceived, cannot be resolved to the satisfaction of IDRC, IDRC shall have the right to immediately eliminate the Proponent from consideration and, if applicable, terminate the resulting Contract.

2.9 RIGHTS OF IDRC

This RFP does not constitute an offer of any kind or nature whatsoever by IDRC to any Proponent, and the submission of any proposal shall not create a contractual obligation on the part of IDRC.

Any proposal submitted will not result in or constitute a binding agreement. It will only form the basis of negotiations, which if satisfactory to the negotiating parties, shall result in a formal contract.

After selection of preferred proposal(s), if any, IDRC has the right to negotiate with the preferred Proponent(s) and, as a part of that process, to negotiate changes, amendments or modifications to the proposal(s) at the exclusion of other Proponents.
IDRC does not bind itself to accept any proposal submitted in response to this RFP, and may proceed as it, in its sole discretion, determines following receipt of proposals. IDRC reserves the right to accept any proposal(s) in whole or in part, or to discuss with any Proponents, different or additional terms to those envisioned in this RFP or in such a Proponent’s proposal.

Without limiting the foregoing, IDRC reserves the right to:

a. seek clarification or verify any or all information provided by the Proponent with respect to this RFP;

b. reject or accept any or all proposals, in whole or in part, without prior negotiation;

c. if only one proposal is received, elect to accept or reject it;

d. in its sole discretion, cancel the RFP process at any time, without award, noting that the lowest or any proposal will not necessarily be accepted;

e. modify, amend or revise any provision of the RFP or issue any addenda at any time; any modifications, amendment, revision or addendum will, however, be issued in writing and provided to all Proponents;

f. negotiate resulting contract terms;

g. cancel and/or re-issue the RFP at any time, without any liability whatsoever to any Proponent;

h. award all or any part of the work to one or more Proponents based on quality, services and price and any other selection criteria indicated herein;

i. reject any proposal based on real or potential conflict of interest;

j. retain all proposals submitted in response to this RFP.

2.10 WORK LOCATION

For the purposes of this RFP, IDRC is located at:

150 Kent Street, Constitution Square, Tower III, Ottawa, Ontario, K1P 0B2, Canada

If the Proponent is not located in Ottawa, ON, Canada, discussions and meetings will take place over the phone.

2.11 PROPOSED CONTRACT

2.11.1 Resulting Contract Terms and Conditions

Annex “B” has been provided as part of the RFP process so that Proponents may review and become familiar with certain specific conditions that are expected to be adhered to in connection with the provision of services. While some of the language may be negotiated between IDRC and the successful Proponent, IDRC’s flexibility to amend its standard terms and conditions may be limited.

Proponents should outline any objections with reasons to any terms and conditions contained in this RFP and include them in their proposal. Failure to identify objections at the proposal stage may preclude Proponents from raising these objections in the course of any future negotiations.
SECTION 3 – PROPOSAL EVALUATION

This section describes the process that IDRC will use to evaluate proposals and select a Lead Proponent.

3.1 COMMUNICATION

During proposal evaluations, IDRC reserves the right to contact or meet with any individual Proponent in order to obtain clarification of its submission or to gain insight into the quality and scope of relevant services. A Proponent will not be allowed to add, change or delete any information during the process. IDRC is in no way obligated to meet with any or all Proponents for this purpose.

3.2 PRESENTATIONS

Proponents may be invited to make a presentation or participate in a conference call, prior to final selection whereby the presentation will be assessed based on the same criteria noted herein, plus the ability of Proponent to effectively communicate with IDRC staff.

SECTION 4 – PROPOSAL FORMAT

Proposal responses should be organized and submitted in accordance with the instructions in this section.

Responses should be organized as follows:

<table>
<thead>
<tr>
<th>Section</th>
<th>Section Heading</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0</td>
<td>Cover Letter</td>
</tr>
<tr>
<td>2.0</td>
<td>Technical Proposal</td>
</tr>
<tr>
<td>2.0</td>
<td>Financial Proposal</td>
</tr>
</tbody>
</table>

4.1 COVER LETTER

A one (1) page covering letter on the Proponent’s letterhead should be submitted and include the following:

a. A reference to the RFP number and RFP title.

b. A statement confirming the validity of the proposal (refer to section 2.5).

c. The primary contact person with respect to this RFP: the individual’s name, address, phone number and email address.

d. The letter signed by person(s) duly authorized to sign on behalf of the Proponent and bind the Proponent to statements made in response to the RFP.
4.2 TECHNICAL PROPOSAL

4.2.1 General

In this section, the Proponent should provide detailed information relative to each requirement listed in the Statement of Work, Annex “A” and clearly outline the work that the Proponent proposes to undertake for the provision of these services to IDRC.

4.2.2 Response to the Statement of Work

In this section, the Proponent should provide detailed information to the requirements in the table below.

4.3 EVALUATION METHODOLOGY

a. Each proposal will be examined to determine compliance with each Mandatory denoted by words such as “Must”, “Shall” and “Will” items identified in this RFP. Proposals not complying with the Mandatory Requirements will receive no further consideration.

b. Responses for Rated items will be evaluated according to the degree to which they meet or exceed IDRC’s requirements.

4.4 EVALUATION TABLE

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>% of Overall Total Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.2</td>
<td>Technical</td>
<td>90%</td>
</tr>
</tbody>
</table>

a. Company Experience:

<table>
<thead>
<tr>
<th>Rated Requirement</th>
<th>Total points</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Proponent should demonstrate its ability to perform high-level scoping studies, analysis and research</td>
<td>5%</td>
</tr>
<tr>
<td>The Proponent must have provided similar services as described in Annex “A” – Statement of Work over the last 24 months.</td>
<td></td>
</tr>
<tr>
<td>In order to demonstrate that the Proponent has completed similar services over the last 24 months, the Proponent’s response should include a list of two (2) clients references with the following details:</td>
<td></td>
</tr>
<tr>
<td>a. name and address (city and province-or state-only) of the client;</td>
<td></td>
</tr>
<tr>
<td>b. contact Information</td>
<td></td>
</tr>
<tr>
<td>c. brief description of services provided by the Proponent; and</td>
<td></td>
</tr>
<tr>
<td>* IDRC reserves the right to contact the named reference contacts for the purpose of verifying the information provided in the</td>
<td></td>
</tr>
</tbody>
</table>

RFP # 13140013, Consultancy on Improving Development Outcomes of Public-Private Partnerships in Agriculture and the Environment
The Proponent should demonstrate its experience delivering the requirements detailed in Annex A - Statement of Work by including in its response a detailed description of:

a. the Proponent’s organization, including experience in the field of providing such services, the number of employees, its primary office and the total number of years the Proponent has been in business; and

b. what makes the Proponent's organization stand out from their competitors.

### b. Description of Personnel:

<table>
<thead>
<tr>
<th>Rated Requirement</th>
<th>Total points</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Proponent must outline all proposed personnel to be used in completing the services and include the following:</td>
<td>30%</td>
</tr>
<tr>
<td>a. roles;</td>
<td></td>
</tr>
<tr>
<td>b. reporting relationships; and</td>
<td></td>
</tr>
<tr>
<td>c. contact information (name, telephone # and email address).</td>
<td></td>
</tr>
<tr>
<td>d. CV's of all proposed team members</td>
<td></td>
</tr>
<tr>
<td>The Proponent’s response should include a brief outline of the plan of work (Max two (2) pages)</td>
<td>20%</td>
</tr>
<tr>
<td>The Proponent’s response should demonstrate an in-depth understanding of International development issues as they pertain to one of the following:</td>
<td>10%</td>
</tr>
<tr>
<td>• Public health (Including nutrition)</td>
<td></td>
</tr>
<tr>
<td>• Agriculture and Food Security</td>
<td></td>
</tr>
<tr>
<td>• Climate Change Adaptation</td>
<td></td>
</tr>
</tbody>
</table>

### c. Other requirements or assets:

<table>
<thead>
<tr>
<th>Rated Requirement</th>
<th>Total points</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Proponent should include sample publications(s) (maximum three for the team and no more than one per team member)</td>
<td>10%</td>
</tr>
<tr>
<td>The Proponent should describe and demonstrate its approach to successfully deliver the requirements detailed in Annex “A” – Statement of Work.</td>
<td>15%</td>
</tr>
<tr>
<td>The Proponent should demonstrate proven practical experience in public-private partnerships</td>
<td>10%</td>
</tr>
</tbody>
</table>

4.5 **Financial**

|                                           | 10%           |
|TOTAL                                      | 100%          |
4.5 FINANCIAL PROPOSAL

The Proponent should provide a separate response relative to the pricing of its proposed solution (refer to section 2.4).

All proposals must address the following financial requirements:

a. The Proponent is to state the assumptions underlying its financial proposal.
b. It is preferred that all prices be quoted in Canadian dollars, excluding taxes.
c. All prices must include a detailed breakdown and include at a minimum the following:
   - All-inclusive daily fee rate applicable to the proposed personnel who will do the work;
   - Estimated total number of billable days to do the work
   - Estimated number of days to be spent in Ottawa, if applicable
   - Travel if required
d. The Proponent shall describe its payment schedule (noting that IDRC’s payment terms are NET 30 days).
e. If there are any alternative Terms and Conditions for a resulting Contract to be put forth, this is the section to provide those terms (reference section 2.13).

4.6 PROPOSENT SELECTION

Acceptance of a proposal does not oblige IDRC to incorporate any, or all, of the accepted proposal into a contractual agreement, but rather demonstrates a willingness on the part of IDRC to enter into negotiations for the purpose of arriving at a satisfactory contractual arrangement with one or more parties.

Without changing the intent of this RFP or the Lead Proponent’s proposal, IDRC will enter into discussions with the Lead Proponent for the purpose of finalizing the contract. If at any time IDRC decides that the Lead Proponent cannot satisfy IDRC’s requirements, IDRC may terminate negotiations. If at any time IDRC feels that the secondary Proponent may meet the requirements, IDRC will continue the process with the secondary Proponent and so on.

Announcement of the successful Proponent will be made to all Proponents following the signing of a contract.
ANNEX “A” – STATEMENT OF WORK

Scope
IDRC would like to better understand how public-private partnerships (PPPs) that engage with small and medium enterprises (SMEs) can better contribute to development outcomes.

Each proponent must submit a comprehensive and detailed proposal in one, two or three areas of study (Public Health, Agriculture or Food Security), indicating for which area(s) they are submitting a proposal. Each proposal must include a separate implementation plan and budget for each of the area(s) for which they submit a proposal. Each area of study will be evaluated separately.

In order to identify individuals and institutions who can undertake high-level research, IDRC will issue up to three (3) contracts for consultancies to provide three scoping studies on PPPs.

The consultant’s reports will inform the design of a closed call. IDRC wishes to understand what activities are taking place in research for development related to PPPs in public health, agriculture and food security, and climate change adaptation, and to better understand how to focus on PPPs with SMEs would fit into this global context. IDRC is looking for informed recommendations about what research topics could be prioritized, the appropriate scale for future research, and who is capable of delivering exceptional research results. Contracted consultants are responsible for reviewing the initiative proposal (Annex C) and other background material provided by IDRC.

Objectives

- Review the existing global research activities on public-private partnerships for development in public-private partnerships for development in public health, agriculture and food security, or climate change adaptation

- Identify research leaders on PPP’s

- Prioritize research themes and opportunities for research on PPPs that incorporate SMEs

Anticipated Timeline and deliverables

Timeline and deliverables:
<table>
<thead>
<tr>
<th>Item</th>
<th>Details</th>
<th>Tentative Deadline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Submission of work plan</td>
<td>Consultants will be required to submit a work plan outlining the main areas of inquiry and methods for approval by IDRC</td>
<td>September 16, 2013</td>
</tr>
</tbody>
</table>
| Review of recent and existing research programs (maximum 10 pages) | • Consultants will provide an analysis and synthesis of recent and existing research activities related to public-private partnerships in agriculture, public health (excluding pharmaceuticals), or climate change adaptation  
• This is intended to be a review of research activities rather than a literature review, although review of literature will form a component of the work.  
• This review should include research initiatives involving consultants, government agencies or departments, NGOs, universities, think tanks, Philanthropic foundations and private firms. CGIAR centres, UN agencies, the World Bank and Canadian universities, government agencies or departments are to be flagged. | November 15, 2013 |
| Assessment of research capacity (maximum 15 pages, excluding appendices) | • Consultants will review the current research landscape and provide a summary and assessment of researchers and institutions capable of carrying out high-level research on public-private partnerships with a focus on SMEs. An analysis and synthesis of relevant research capacity in the developing world is required  
• This review should include consultants, government agencies or departments, NGOs, universities, think tanks, and private firms. CGIAR centres, UN agencies and Canadian government agencies or departments are to be flagged. | December 20, 2013 |
| Options for research agenda (maximum 5 pages, excluding appendices) | • Analysis of priority topics requiring additional research on PPPs in agriculture, public health or climate change adaptation with a focus on SMEs. | January 20, 2014 |
| Teleconference Review | • Review of outputs via teleconference with responsible program officer (Up to 3 hours) | Before 20 January, 2014 |
ANNEX “B” – CONTRACT TERMS AND CONDITIONS
CONSULTING CONTRACT
Attachment A
General Terms and Conditions of the Contract

A1. Definitions

For the purposes of this Contract:

Administrative Representative shall mean the person designated within the main body of this Contract.

Commencement Date shall mean the date on which the services described in the Contract are to commence.

Confidential Information shall mean any and all technical and non-technical information including patent, copyright, trade secret, and proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, source codes, and formulae related to the current, future, and proposed products and services of the Centre, and includes, without limitation, the Centre’s information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, and marketing plans and information.

Consultant shall mean either the individual, institution, corporation or partnership retained pursuant to this Contract, and its employees, directors, officers, partners, sub-Contractors and agents, as applicable, and any other representative for whom the Consultant is responsible at law.

Contract shall mean the main body of this contract including any and all attachments incorporated therein by reference. In the event of a conflict between the main body of the Contract and Attachment A, the main body of the contract shall prevail.

Day shall mean eight hours of work when working in the city or country of the Consultant’s principal place of business and ten hours when working in a city or country away from the Consultant’s principal place of business.

Termination Date shall mean the earlier of (a) the date on which the final contract outputs described in the Advance and Schedule of Payments section of this Contract have been delivered, and (b) the date on which the Contract automatically terminates by operation of the Termination provisions contained in this Contract.

A2. Entire Contract

This Contract supersedes all previous Contracts and correspondence, oral or written, between the Centre and the Consultant, and represents the whole and entire understanding between the parties.
A3. Conditions Precedent and Terms of Payment

The following sets out the conditions precedent that the Consultant must comply with to ensure payment for services pursuant to this Contract:

a) Completion and delivery of the information requested in the Supplier, Tax and Bank Information form appended to this Contract.

b) Satisfactory delivery of all Contract outputs, as per the Terms of Reference and Schedule section of this Contract.

c) Proper completion of invoice(s) to set out:
   • Centre Contract number contained in the subject header of the Contract;
   • Invoice number
   • Invoice Date
   • Fees (daily rate and number of days or unit rate and number of units or fixed price);
   • Detailed expenses as stipulated in the Expenses section of the Contract;
   • GST (Goods and Services Tax) or HST (Harmonized Sales Tax), as applicable – Consultants not registered for Canadian GST purposes must itemize the taxes they paid; and
   • GST/HST registration number, if applicable.

Subject to the terms set out in the Advance and Schedule of Payments section of this Contract and the above conditions being met, the Centre will issue payment of fees and expenses according to the Centre’s standard payment period of thirty (30) calendar days. The payment period is measured from the date the Centre receives the duly completed Supplier, Tax and Bank Information form, or the date the Centre receives an acceptable invoice, or the date the work is delivered in acceptable condition as required in the Contract, whichever is latest. If the content of the invoice or the requisite form is incomplete or the work is not acceptable, the Consultant will be notified and the payment period will be deferred until all deficiencies have been rectified to the Centre’s satisfaction.

The Centre will reimburse the Consultant for any applicable GST or HST, only if the fees and expenses on which taxes are claimed are net of any input tax credit the Consultant is entitled to claim from Canada Revenue Agency.

Notwithstanding the above, if the Centre provided an advance to the Consultant for expenses, such advance must be deducted from subsequent invoice totals. If the amounts advanced are found to exceed the final invoice total, the Consultant must refund the balance to the Centre upon submitting the final invoice, which must be no later than thirty (30) calendar days following the Termination Date.

The Centre will not pay more than one day of fees per 24-hour period. The Centre will not pay any fee nor any expenses incurred after the termination date of the contract.

Following the Termination Date, and payment of the final invoices, all taxes due and owing in relation to the provision of services pursuant to this Contract are deemed to have been paid by the Centre. The Consultant will be liable for any tax claims, debts, actions or demands in relation to the services provided pursuant to this Contract (hereinafter referred to as “Tax Claims”) and the Consultant shall indemnify and hold the Centre harmless against said Tax Claims.
A4. Tax Implications

The Canada Revenue Agency (CRA) is responsible for the administration of the GST or HST and 
income tax regulations. Contact CRA to discuss questions, concerns or obtain current regulations 
especially with respect to refunds or credits. The main CRA website can be found at 
http://www.cra-arc.gc.ca.

a. Non-Resident Consultants

Notwithstanding anything to the contrary in this Contract, the Centre will withhold 15% of fees 
and non-exempt expenses of non-resident Consultants working in Canada unless they hold a 
contract-specific waiver from the CRA. The Centre will transmit the funds withheld to CRA, 
in accordance with the income tax regulations of Canada. Such funds can be reclaimed by the 
consultant from the CRA or from their own governments as the case may be.

b. Consultants Hired by a Centre Regional Office working in the country where the 
Regional Office is located.

Regional offices of the Centre issuing Contracts will apply the national fiscal regulations 
relevant to the hiring of local Consultants.

A5. Air Travel Policy

The Centre policy is that all air travel be prepaid. All Contract personnel must travel economy class 
by the most direct and economical routing (taking advantage where possible of excursion fares). 
The Consultant is free to reroute or upgrade, where possible, at his or her own expense and settle 
any additional cost directly with the travel agency or airline.

Consultants will receive their ticket(s) either by courier at the address set out in this contract, from 
a nearby airline office (via a prepaid ticket advice), or via electronic ticketing.

Under no circumstances will the Centre entertain the Consultant making his or her own 
reservations and billing the Centre. When the Consultant’s travel includes destinations not covered 
under the scope of this Contract, the Consultant must contact the Centre’s Administrative 
Representative to exercise one of the following options:

• to prepay to the Centre’s designated travel agency his or her share of the itinerary unrelated to 
this Contract; or
• to have the Centre prepay its share of the itinerary directly to the Consultant’s travel agency.

Consultants who find significantly less expensive fares to those offered by the Centre’s travel 
agency for the same travel parameters are also encouraged to contact the Centre’s administrative 
representative to discuss the possibility of taking advantage of the less expensive fares, which are 
nonetheless to be prepaid by the Centre.

For further information or clarifications, contact the Centre Administrative Representative.

A6. Confidentiality of Information
a. Non-Disclosure and Non-Use of Confidential Information

The Consultant agrees that it will not, without authority, make use of, disseminate or in any way disclose any Confidential Information to any person, firm or business.

The Consultant shall take all reasonable precautions at all times (and in any event, efforts that are no less than those used to protect its own confidential information) to protect confidential information from disclosure, unauthorized use, dissemination or publication, except as expressly authorized by this Contract.

The Consultant agrees that it, he, or she shall disclose Confidential Information only to those of its, his, or her employees or subcontractors who need to know such information and certifies that such employees or subcontractors have previously agreed, either as a condition to employment or service or in order to obtain the Confidential Information, to be bound by terms and conditions substantially similar to those of this Contract.

The Consultant will immediately give notice to the Centre of any unauthorized use or disclosure of the Confidential Information. The Consultant agrees to indemnify the Centre for all damages, costs, claims, actions and expenses (including court costs and reasonable legal fees) incurred by the Centre as a result of the Consultant's failure to comply with its obligations under this section, and the Consultant further agrees to defend and participate in the defence of any claim or suit alleging that the Centre has a liability with respect to any confidential information it may have acquired from a third party; with regard to any unauthorized disclosure, provision or making available of any such Confidential Information.

b. Exclusions from Nondisclosure and Non-use Obligations

The Consultant’s obligations under the preceding subsection (A6.a) with respect to any portion of the Confidential Information shall terminate when the Consultant can document that:

i. it was in the public domain at or subsequent to the time it was communicated to the Consultant by the Centre through no fault of the Consultant;

ii. it was rightfully in the Consultant’s possession free of any obligation of confidence at or subsequent to the time it was communicated to Consultant by the Centre; or

iii. it was developed by the Consultant, its employees or agents independently of and without reference to any information communicated to the Consultant by the Centre.

A disclosure of Confidential Information (a) in response to a valid order by a court or other governmental body, (b) otherwise required by law, or (c) necessary to establish the rights of either party under this Contract, shall not be considered to be a breach of this Contract or a waiver of confidentiality for other purposes; provided, however, that the Consultant shall provide prompt written notice thereof to enable the Centre to seek a protective order or otherwise prevent such disclosure.

c. Ownership of Confidential Information and Other Materials

All Confidential Information and any Derivatives thereof, whether created by the Centre or the Consultant, remain the property of the Centre and no license or other rights to Confidential
Information is granted or hereby implied.

For purposes of this Contract, "Derivatives" shall mean:

i. for copyrightable or copyrighted material, any translation, abridgement, revision, or other form in which an existing work may be recast, transformed, or adapted;

ii. for patentable or patented material, any improvement thereon; and

iii. for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected by copyright, patent, and/or trade secret.

The Consultant shall, on request, promptly return to the Centre all of its proprietary materials together with any copies thereof.

This section shall survive the termination of this Contract.

A7. Use of Centre Property

A7.1 Access to Information Systems and Electronic Communication Networks

During the course of this Contract, the Consultant may be provided with access to Centre information systems and electronic communication networks. The Consultant, on behalf of its/his/her employees, sub-Contractors and representatives, agrees to abide by Centre policies concerning use of such information systems and networks. The Centre will provide the Consultant with any such policies upon commencement of services pursuant to this Contract, or as such policies are put into effect, and the Consultant will make such policies known to its personnel, and will take such steps as are necessary to ensure compliance with such policies.

A7.2 Access to Centre Premises

The parties agree that reasonable access to the Centre’s premises by consultant’s authorized personnel and which is necessary for the performance of the services hereunder, in accordance with the terms of this contract, shall be permitted during normal business hours of the Centre. The consultant agrees to observe all Centre security requirements and measures in effect at the Centre’s premises to which access is granted by this agreement.

A8. Relationship with the Centre

Nothing in this Agreement shall be deemed in any way or for any purpose to constitute the parties hereto partners in the conduct of any business or otherwise. The Consultant shall have no authority to assume or create any obligation whatsoever, expressed or implied, in the name of the Centre, or to bind the Centre in any manner whatsoever.
The Consultant acknowledges and agrees that, in carrying out this Contract, the Consultant is acting as an independent contractor and not as an employee of the Centre. The Contractor shall be responsible for all matters related to it or its employees, as the case may be, including but not limited to deducting or remitting income tax, Canada Pension Plan contributions, Employer Insurance contributions or any other similar deductions required to be made by law for employees. The Consultant agrees to indemnify the Centre in respect of any such remittances which may be subsequently required by the relevant authorities, together with any related interest or penalties which the Centre may be required to pay.

The Consultant is free to provide its services to others during the course of this Contract, provided however, the Consultant fully respects the commitments made to the Centre pursuant to this Contract, including all completion dates and deadlines for tasks and deliverables as may be indicated in Section 1 (Terms of Reference and Schedule) of the contract.

A9. Quality of Work

The consultant covenants that it will provide its services pursuant to this agreement in a diligent and workmanlike manner, with regard to the best interests of the Centre, and warrants that its personnel possess the skill and experience necessary to the satisfactory performance of the work contracted for.

A10. Assignment of Copyright and Waiver of Moral Rights

In consideration of the fees paid, the Consultant, its employees, sub-Contractors, successors and assignees expressly agree to assign to the Centre any copyright arising from the works (including audio-visual material, software, documents, books, pamphlets, memoranda or reports, including translations) the Consultant produces while executing this Contract. Similarly, the Consultant hereby agrees to waive in favour of the Centre any moral rights it, he, or she may have in such works.

Furthermore, the Consultant may not use, reproduce or otherwise disseminate or authorize others to use, reproduce or disseminate such works without the prior written consent of the Centre.

A11. Patent, Trade Mark, Trade Secret and Copyright Infringement

The consultant covenants that no services or materials to be provided to the Centre under this agreement will infringe upon or violate the rights of any third parties, including such parties’ intellectual property rights. Without limiting the generality of the foregoing, the Consultant represents and warrants that no services or materials provided pursuant to this agreement will infringe any existing patent, trade mark, trade secret or copyright registered or recognized in Canada or elsewhere, with respect to or in connection with the intended use of the services or materials by the Centre.

The Consultant agrees to indemnify and hold the Centre harmless from and against any and all damages, costs, and expenses (including court costs and reasonable legal fees) incurred by the Centre as a result of the infringement or alleged infringement of any third party intellectual property rights, and further agrees to defend and participate in the defence of any claim or suit alleging that the Centre has a liability in this regard.
This section will survive termination of the contract.

A12. Sub-Contractors, Successors and Assignees

The Consultant is prohibited from entering into any sub-contract, designating any successor or assigning any rights under this Contract without the express written consent of the Centre.

A13. Conflict of Interest

The Consultant must avoid participating in activities or being in situations that place it, him, or her, in a real, potential or apparent conflict of interest that has the potential of influencing the contract outputs being contemplated by this Contract.

The Consultants must not accept, directly or indirectly, for themselves or on behalf of any person or organization with whom they are in a close social, family or economic relationship, any gift, hospitality, or other benefit from any person, group, or organization having dealings with the Centre where such gift, hospitality, or other benefit could reasonably foreseeably influence the Consultant in the exercise of its, his or her official duties and responsibilities pursuant to this Contract.

A14. Insurance, Personal Safety and Health

The Consultant is responsible for taking out at its own expense any insurance (travel, hospitalization, medical, trip cancellation or other) deemed necessary while executing this Contract. The Centre’s travel agency will not advise the Consultant of the availability of insurances unless specifically requested by the Consultant at the time of booking travel. Any insurance acquired by the Consultant from the Centre’s travel agency shall be at the expense of the Consultant.

Consultants have the exclusive responsibility for maintaining personal safety and good health during the period of this Contract. The Centre strongly suggests that they consult the diplomatic and consular authorities of the country of their nationality with a view to heed the travel recommendations applicable in the countries to be visited under this Contract. It is the responsibility of the Consultants to seek information and advice from any other reliable sources.

Should travel to the destinations of this Contract not be advised by the authorities, the Consultant must immediately upon making that determination advise one of the Centre representatives who will, at his or her option, either terminate the Contract, or with the Consultant’s agreement, defer performance until such time as the restrictions on travel are removed, or propose an alternative work plan for the Consultant’s agreement.

The Centre also strongly suggest that Consultants seek guidance from qualified health personnel concerning potential health risks in the areas to be visited. In preparing for a trip to a developing country, Consultants should receive all recommended immunizations and take malaria prophylaxis when travelling to an area where malaria is endemic. The Centre especially recommends that:

- a traveller’s clinic be consulted if possible;
- health and accident insurance, including coverage for emergency evacuation, be obtained.

Traveller's health information is available in the public domain, including from World Wide Web
sites such as http://www.tripprep.com/ or those maintained by the World Health Organization, Health Canada and the United States Centers for Disease Control and Prevention.

A15. National Legislation

In performing services under this Contract, the Consultant shall be responsible for complying with all legislation of the country (countries) in which it, he, or she must work (including but not limited to laws pertaining to immigration, taxation, customs, employment and foreign exchange control).

It is the individual’s responsibility to comply with the travel visa regulations of any country visited or in transit.

The overhead (included in fees) and allowances paid under this Contract include provision for complying with national legislation of the countries the Consultant may visit (including Canada). The Centre will not entertain any claim for work visas, work permits, etc, or any other costs relating to compliance with the national legislation of any country in the world.

A16. Severability

The provisions of this Contract are severable and the invalidity or ineffectiveness of any part shall not affect or impair the validity and effectiveness of remaining parts or provisions of this Contract.

A17. Interpretation of the Contract

This Contract shall be governed and construed in accordance with the laws of the Province of Ontario, Canada. Where a dispute cannot be resolved by mutual agreement, the parties agree that any legal action or claim must be brought before the courts of the Province of Ontario, Canada, which will have exclusive jurisdiction over all such actions and claims.

A18. Non-Waiver

Failure by a party to enforce any right or to exercise any election provided for in this Contract shall not be considered a waiver of such right or election. The exercise of any right or election of this Contract shall not preclude or prejudice a party from exercising that or any other right or election in future.

A19. Notices

Any notices, requests, demands or other communication relating to this Contract shall be in writing and may be given by

a. hand delivery,
b. commercial courier,
c. facsimile, or
d. registered mail, postage prepaid.

Any notice so sent shall be deemed received as follows:

a. if hand delivered, on delivery,
b. if by commercial courier, on delivery,
c. if by registered mail, three (3) business days after so mailing, and
d. if by facsimile, upon receipt. The initial address and facsimile number for notice are set
out in this Contract and may be changed by notice hereunder.

A20. Language

The parties have requested that this Contract and all notices or other communications relating
there to be drawn up in English. Les parties ont exigé que ce contrat ainsi que tous les avis et toutes
autres communications qui lui sont relatifs soient rédigés en anglais.

A21. Force Majeure

The Consultant may interrupt any service by notice to the Centre if prevented from providing the
service by reason of strikes, lockout or other labour disputes (whether or not involving the
Consultant’s employees), floods, riots, fires, acts of war or terrorism, explosions, travel advisories or
any other cause, whether or not a superior force, beyond Consultant’s reasonable control. During any
such interruption, the Centre shall not be obliged to pay the rates associated with such interruption of
service and may terminate this Contract as upon providing 10 calendar days’ written notice or as
otherwise contemplated by the Contract.

A22. Termination

In addition to the Centre’s termination rights contained in the main body of this Contract, this Contract
shall immediately terminate without notice if the Consultant
   a. ceases to carry on business,
   b. commits an act of bankruptcy within the meaning of the Bankruptcy and Insolvency Act
      (Bankruptcy and Insolvency Act, R.S., 1985, c. B-3) or is deemed insolvent within the
      meaning of the Winding-up and Restructuring Act (Winding-up and Restructuring Act,
      R.S., 1985, c. W-11) or makes an assignment, against whom a receiving order has been
      made under the applicable bankruptcy legislation or in respect of whom a receiver,
      monitor, receiver-manager or the like is appointed, or
   c. becomes insolvent or makes an application to a court for relief under the Companies’
      Creditors Arrangement Act, the Bankruptcy and Insolvency Act or the Winding Up and
      Restructuring Act (Companies' Creditors Arrangement Act, R.S., c. C-25) or comparable
      local legislation.

A23. Centre Review and Audit

The Consultant agrees, if the Centre so requests at any time up to two years following the
Termination date to:

   a. submit a complete financial accounting of expenses, supported by original (or certified
      copies of) invoices, timesheets or other documents verifying the transactions (excluding
      any receipts which have been submitted at the time of invoicing as deemed necessary
      according to the terms of the Contract);
   b. give officers or representatives of the Centre reasonable access to all financial records
      relating to the work to permit the Centre to audit the use of its funds. This shall include
      books of account, banking records and, in the case of individuals, credit card statements.