



REQUEST FOR PROPOSAL (RFP) – External Reviewers

RFP Title: External Reviewers for two IDRC Program Evaluations	RFP #: 13140062
Issue Date: Wednesday, February 12, 2014	Close Date & Time: Wednesday, March 12, 2014 at 11 A.M. Eastern Standard Time (EST)
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SECTION 1 – INTRODUCTION

1.1 PURPOSE OF THIS RFP

The International Development Research Centre's (IDRC) Corporate Strategy and Evaluation Division is looking for evaluators to serve on two external review panels for the Centre's Ecosystems and Human Health program and the Climate Change and Water program.

Each external review panel will have three people who have complementary skills and expertise in program evaluation and the specific themes and results of each program. The Corporate Strategy and Evaluation Division (CSED) is seeking individuals and will select members of review teams not only on the basis of individual strengths, but also on how individuals will fit together in a team that can address the breadth of the programming under review. It is not expected that any single candidate will hold all the requisite strengths needed for an external review.

1.2 OVERVIEW TO EXTERNAL PROGRAM REVIEWS

External reviews are independent evaluations of IDRC's work. They are performed for each program once every 5 years. They are summative evaluations which focus on the performance of a program. Previous external reviews of IDRC programs are available on the [IDRC website](#).

The Centre's Board of Governors are the primary intended users of the external reviews. Senior management, the programs themselves, and IDRC donor partners are secondary users. The reviews are used for accountability to the Board for implementation of the program and delivery of program results, to guide future programming, and to improve program effectiveness.

1.3 IDRC OVERVIEW AND INTRODUCTION TO THE PROGRAMS TO BE REVIEWED

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 400 people at its Ottawa, Ontario, Canada head office and at its global regional offices. For more details visit: www.idrc.ca

The two programs that will undergo external reviews are:

Ecosystems and Human Health (Ecohealth): Good health is essential for development—and it relies on healthy environments and sustainable use of ecosystems. IDRC’s Ecohealth program produces evidence from research to support good health, improve the environment, and foster healthier, ecologically sound development. The Ecohealth program strengthens Southern leadership in the field of ecohealth, enhancing networks, strengthening research capacity, and supporting the scaling-up of ecohealth research and interventions. The program also supports research in two thematic areas: environmental change and emerging and re-emerging diseases; and improving the health and environmental benefits of agriculture.

Climate Change and Water (CCW): Climate change is affecting both water availability and quality. IDRC’s CCW program supports research to help the world’s most vulnerable people adapt to the water-related impacts of climate change, such as droughts, floods, and rising sea levels. CCW’s goal is to support research that improves climate change adaptation efforts, at the policy level and in practice.

SECTION 2: SCOPE OF WORK

2.1 EVALUATION QUESTIONS

The terms of reference for the external review panel asks for a judgment on the performance (strengths/weaknesses) of the program in terms of the following:

1. How did the program perform in implementing its prospectus?
2. Overall, was the quality of the research supported by the program acceptable (given the context/intended purpose/etc.)?
3. To what extent are the program’s outcomes relevant and significant?
4. What are the key issues for IDRC’s Board of Governors and senior management?

2.2 EVALUATION PROCESS

The starting point for the review will be a summative self-assessment prepared by the program, based on the information they have collected during the implementation of the program. The role of the panel is to question, critically reflect on, and ultimately judge the program. They will verify the content of the program’s final prospectus report for evidence and reasonableness. To formulate its views, the panel will design an evaluation using appropriate evaluation methods.

2.3 REQUIREMENTS OF EXTERNAL REVIEWERS

Each External Reviewer will be asked to:

- contribute 25 days of work.
- participate in a 2 day orientation workshop in Ottawa, Canada in June or July 2014.
- contribute to developing a workplan and evaluation framework.

- review documents; collect and analyze supplementary data via interviews, surveys, focus groups; and use other evaluation methods. *Travel for data collection is not anticipated.*
- participate in a 5 day panel meeting in Ottawa, Canada in December 2014 to consolidate evidence, present and discuss preliminary findings, and begin writing the draft report.
- contribute to a 15 page report on the review panel’s findings and conclusions, plus annexes.
- contribute to a draft findings brief of the external review.
- If requested by the program after the review is finished, member(s) of the panel may be contracted for up to three additional days of work to provide advice as the program develops its concept note and/or prospectus for their next five year program plan.

2.4 OUTPUTS AND TIMELINES

Timeline for the external reviews for each program	Date
Panels receive background documents about IDRC and the program, as well as the detailed scope of work for the evaluation	Week of May 26 th , 2014
Panels receive the program’s self-assessment report	Week of June 9 th , 2014
Panels meet in Ottawa for 2-day orientation and introduction to the programs	Last week of June or first week of July 2014
Panels submit workplans and evaluation framework	August 2014
Panels present draft findings Panels and programs discuss findings and conclusions	Early December 2014
Panels submit draft external review reports	Mid-December 2014
Panels submit final external review reports and draft findings brief*	January 2015

**The findings brief will be finalized and translated by CSED, combining the program’s self-assessment and the External Review report. The programs’ self-assessment, the external review report, and the findings brief will be submitted to the Centre’s Board of Governors. Once accepted by the Board, CSED will post the external reviews on the IDRC website:*

<http://www.idrc.ca/EN/Programs/Evaluation/Pages/External-Program-Reviews.aspx>

2.5 LOCATION OF WORK AND TRAVEL

Due to the type of Services required, the successful proponent will be able to work from his/her own location. IDRC will not provide onsite facilities for the proponent, other than providing facilities for on-site meetings.

Travel will be required by the proponent to attend the 2 day orientation workshop and the 5 day panel meeting in Ottawa, Canada. This contract offered for the external reviews will cover the costs of travel to Ottawa from the proponent’s home. Travel and accommodation will be organized by IDRC’s travel agent.

2.6 EXPERTISE REQUIREMENT IN THE REVIEW PANELS

Each external review will be undertaken by a panel of up to 3 people who, together, have skills and senior-levels of experience in the following areas:

- Program evaluation experience.
- Experience with research for development.
- Understanding of how to evaluate the quality and results of development research programming (including field-building for Ecohealth).
- Sectoral knowledge relevant to one or both of the programs:
 - Ecohealth: understanding of the ecohealth approach; issues in agriculture and health, emerging and re-emerging diseases, and climate change and health; and connections between environment, social development and human health;
 - CCW: knowledge of water and climate change, socio-economic analysis of climate change adaptation, water governance and management, hydrology and water policy.
- Broad knowledge of one or both of the programs' fields, including issues, trends, institutions and policy communities in Latin America, Africa and/or Asia.
- Language capacities (within each external review panel, we need reviewers who speak and/or read English, French and Spanish. But we do not expect all panel members to speak all three languages).
- Independence from the program under review (no funding in the last two years, no conflicts of interest, and no stake in the evaluation outcome).

Note: Each external review panel will receive the support of a junior consultant, identified by IDRC and contracted separately. The junior consultant will serve as a research assistant, communications coordinator, and provide logistical support to the panel. This person is not expected to be involved in the judgment of the program, but supports the evaluative work of the panelists.

2.7 BUDGET

IDRC's fees for each external reviewer will be 900 CAD per day for their work, plus HST if applicable.

IDRC will arrange and pay for travel associated with the review.

Each external review panel will have a budget of up to CAD 2,500 for expenses related to the evaluation.

SECTION 3 - PROPOSAL FORMAT

For this request, a “proposal” consists of a cover letter and CV only. Submissions can be submitted in French or English.

The cover letter must:

- indicate which program review is being proposed (Ecohealth and/or CCW);
- highlight recent relevant experience considering the expertise required in the external review panels (section 2.6); and
- include a statement regarding your independence from the program, or highlight any potential conflicts of interest that CSED should consider.

CV's should highlight sections that are most relevant for this external review.

SECTION 4 – PROPOSAL EVALUATION CRITERIA

This section describes the process that IDRC will use to evaluate proposals and select proponents for the external review panels. The process is divided into four (4) steps:

Step 1: Each proponent’s submission must meet the following mandatory (M)* submission requirements:

- Submission date/time;
- Statement of independence; and
- Proposal: Cover letter and CV.

Step 2: Each proponent’s proposal will be rated (R)* based on the individual strengths stemming from the list of requirements within Section 2.6. The rate requirements are detailed below.

Step 3: Each shortlisted proponent will be invited for an interview (in person or via teleconference) with the CSED staff members. From these interviews further evaluations will be performed.

Step 4: The rated (R) scores from **Step 1** and **Step 2** will be tallied to determine the successful proponents. CSED will select members of review teams not only on the basis of individual strengths, but also on how individuals will fit together in a team that can address the breadth of the programming under review.

** Mandatory (M) and rated (R) requirements are outline in Section 5.*

Step 2 – Rated Requirements (Proposal)		Rating	60 Points
1	Program evaluation experience	R	12
2	Experience with research for development	R	9
3	Understanding of how to evaluate the quality and results of development research programming	R	9
4	Sectoral knowledge relevant to the program(s)	R	15
5	Broad knowledge of one or both of the programs' fields, including issues, trends, institutions and policy communities in Latin America, Africa and/or Asia	R	9
6	Language capacities (Speaking 2 or more of the relevant languages is an Asset)	R	6
7	Independence from the program under review (no funding in the last two years, no conflicts of interest, and no stake in the evaluation outcome)	M	n/a
Step 3 – Rated Requirements (Interview)		Rating	40 Points
1	Fit with other external review team members	R	40
2	Demonstrates ability to work in a team	R	
3	Excellent communication skills	R	
Total Points		R	100 Points

SECTION 5 – RFP CONDITIONS

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

Target Dates for the RFP	<p>The following schedule summarizes significant target events for the RFP process. The dates may be changed by IDRC at its sole discretion and shall not become conditions of any Contract which may be entered into by IDRC and the selected Proponent(s).</p> <table> <thead> <tr> <th>Event</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>RFP issued</td> <td>February 12, 2014</td> </tr> <tr> <td>Question and Answers</td> <td>February 27, 2014</td> </tr> <tr> <td>RFP closing</td> <td>March 12, 2014</td> </tr> <tr> <td>Evaluation, selection and award</td> <td>March/April 2014</td> </tr> <tr> <td>Finalize Contract</td> <td>May 2014</td> </tr> </tbody> </table>	Event	Date	RFP issued	February 12, 2014	Question and Answers	February 27, 2014	RFP closing	March 12, 2014	Evaluation, selection and award	March/April 2014	Finalize Contract	May 2014
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Proposal Submission Procedure	<p>1. Submissions must be made electronically to the Contracting Authority noted on page 1.</p> <p>2. Proponent's email subject line should cite: "RFP # 13140062, External Reviewers for two IDRC programs Evaluations"</p> <p>Important note: Late proposals will not be accepted. No adjustments to submission will be considered after the close date and time.</p>												

Enquiries	<p>Proponents should aggregate requests for clarifications and shall submit them in writing via email to the Contracting Authority noted on page 1, by February 27, 2014 at 11am EST.</p> <p>The Contracting Authority will provide all Proponents, all answers to significant enquiries received without revealing the sources of the enquiries, via the Buy and Sell Website, under the original posting.</p> <p>In the event that it becomes necessary to revise any part of the RFP as a result of any enquiry or for any other reason, an amendment to this RFP will be posted on the Buy and Sell website, under the original posting.</p>
Proposal Validity	Proposals must be valid for sixty (60) days following the close date of the RFP.
Evaluation Methodology (Mandatory and Rate Requirements)	<p><u>Mandatory (M) requirements:</u></p> <p>Each proposal will be examined to determine compliance with each mandatory requirement (M) identified in this RFP. A mandatory requirement is a minimum standard that a proposal must meet in order to be considered for further evaluation. Mandatory is defined as having substantial compliance as assessed by IDRC in its sole and absolute discretion.</p> <p style="text-align: center;">In this RFP document, words such as “must”, “shall”, and “will” denote a mandatory requirement.</p> <p><i>Important Note:</i> Proposals which fail, in the sole discretion of IDRC, to meet any mandatory requirement will be eliminated from further consideration in the evaluation process. However, IDRC reserves the right to waive any mandatory requirements if it deems fit and appropriate to meet the interests of and provide best value to IDRC. This clause should be interpreted solely for the benefit of IDRC and not for the benefit of the Proponents.</p> <p><u>Rated (R) Requirements</u></p> <p>Responses for rated requirements (R) will be evaluated according to the degree to which they meet or exceed IDRC’s requirements.</p> <p style="text-align: center;">In this RFP document, words such as “may”, “can”, and “should” denote IDRC’s suggested approach.</p>
Incurring of Costs	All costs and expenses incurred by the Proponent in any way related to its response to the RFP, including but not limited to any clarifications, interviews, presentations, review, selection, or delays related thereto or occurring during the RFP process, are the sole responsibility of the Proponent and will not be chargeable in any way to IDRC.
Governing Laws	This RFP is issued pursuant to the laws of the province of Ontario and the laws of Canada.

<p>Rights of IDRC</p>	<p>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.</p> <p>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.</p> <p>Without limiting the foregoing, IDRC reserves the right to:</p> <ul style="list-style-type: none"> a. seek clarification or verify any or all information provided by the Proponent with respect to this RFP, including, if applicable to this RFP, contacting the named reference contacts; b. 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; c. reject or accept any or all proposals, in whole or in part, without prior negotiation; d. reject any proposal based on real or potential conflict of interest; e. if only one proposal is received, elect to accept or reject it; f. 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; g. negotiate resulting Contract terms and conditions; h. cancel and/or re-issue the RFP at any time, without any liability whatsoever to any Proponent; i. 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; j. retain all proposals submitted in response to this RFP.
<p>Proponent Selection</p>	<p>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.</p> <p>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.</p>

	<u>Announcement of the process and successful Proponent will be made to all Proponents only after the signing of a Contract.</u>
General Terms and Conditions of a Resulting Contract	See Annex A. The terms and conditions shall apply to any orders that may result from a Contract. <i>Important Note:</i> <i>-Any objections to these terms and conditions should be specified in the proposal.</i>

ANNEX A
GENERAL TERMS AND CONDITIONS FOR A RESULTING CONTRACT

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.

CONSULTING CONTRACT
Attachment A
General Terms and Conditions of the Contract

A3. Conditions Precedent and Terms of Payment

- c) Proper completion of invoice(s) to set out:
- Centre Contract number contained in the subject header of the Contract;
 - Invoice 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 Canadian Tax Reporting 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.

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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 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.

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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.

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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.

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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. The Consultant hereby agrees to waive in favour of the Centre any moral rights in the works. The Consultant shall secure any additional waivers of moral rights in the works in favour of the Centre, from personnel and sub-contractors, as appropriate.

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

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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 or other) deemed necessary while executing this Contract.

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

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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,

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- 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 thereto 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.