



## REQUEST FOR PROPOSAL (“RFP”)

<b>RFP Title:</b>  Think Tank Initiative Website and Graphic Design Services Phase 2	<b>RFP #:</b>  15160004
<b>Issue Date:</b>  Tuesday, June 16, 2015	<b>Close Date &amp; Time:</b>  Thursday, July 9, 2015 at 11:59:00 A.M. <i>Eastern Daylight Time (EDT)</i>
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## SECTION 1 – INTRODUCTION

The purpose of this section is to provide general information about the International Development Research Centre (“IDRC”) and this RFP.

### 1.1 IDRC OVERVIEW

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](http://www.idrc.ca)

### 1.2 PURPOSE OF THIS RFP

IDRC requests proposals for the provision of a Consultant to provide website development and visual/graphic services where requirements are described in section 3, the Statement of Work (“Services”).

### 1.3 DOCUMENTS FOR THIS RFP

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

- This RFP document
- Annex A – Attachment A: Terms and Conditions

### 1.4 TARGET DATES FOR THIS RFP

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.

Event	Dates
Evaluation, selection, and notification of Lead Proponent(s)	July 16, 2015
Finalize Contract with Lead Proponent(s)	August 5, 2015

## 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 ENQUIRIES

All matters pertaining to this RFP are to be referred exclusively in to the Contracting Authority named on page 1.

No verbal enquiries or verbal requests for clarifications will be accepted.

Proponents should, as much as feasible, aggregate enquiries and requests for clarifications and shall submit them **in writing via email** to the **Contracting Authority by Monday, June 22, 2015, at 11:00:00 A.M. EDT** in order to receive a response prior to the close date.

The Contracting Authority will provide simultaneously to all Proponents, all answers to significant enquiries received without revealing the sources of the enquiries.

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 provided.

All notifications will be provided via **the Buy and Sell website**.

### 2.2 SUBMISSION CLOSE DATE

IDRC will only accept proposals up the close date and time indicated on page 1.

**Important note:** Late proposals will not be accepted. No adjustments to proposals will be considered after the close date and time.

### 2.3 PROPOSAL SUBMISSION INSTRUCTIONS

Proposals must be submitted in accordance with the instructions in this section.

#### 2.3.1 Method of Sending

The preferred method of proposal submission is electronic, via **email**, in **Microsoft Word** or in **PDF** format to the Contracting Authority named on page 1. Proponents *email subject line* should cite "**RFP #15160004, Think Tank Initiative Website and Graphic Design Services**" when submitting via email.

**Important Note:** Email messages with large attachments can be slowed down in servers between the Proponent's email client and the Contracting Authority's email inbox. It is the Proponent's responsibility to ensure that large emails are sent sufficiently in advance to be at IDRC by the close date and time. Proponents should use electronic receipt confirmation and or contact the Contracting Authority to confirm receipt.

**Important Note:** The maximum size of an email that IDRC can receive is 10MB.

#### 2.3.2 Number of Copies

Electronic submission should consist of **two (2) files**: one (1) for the technical proposal and one (1) for the financial proposal.

## **2.4 PROPONENTS COSTS**

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 clarifications, interviews, presentations, subsequent proposals, 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.

## **2.5 GOVERNING LAWS**

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

## **2.6 CONFLICT OF INTEREST**

In submitting a Proposal, the Proponent must avoid any real, apparent or potential conflict of interest and will declare to IDRC any such conflict of interest.

In the event that any real, apparent, or potential conflict of interest cannot be resolved to the satisfaction of IDRC, IDRC will have the right to immediately reject the Proponent from consideration and, if applicable, terminate any Contract entered into pursuant to this RFP.

## **2.7 RIGHTS 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 parties, shall result in a contract.

Without limiting any other rights reserved by IDRC in this RFP, IDRC reserves the right in its sole discretion to:

- a. cancel the RFP at any time, without award, and without any liability to any Proponent. Thereafter, IDRC may issue a new RFP, or take no action whatsoever;
- b. reject a Proposal that fails in any respect to comply with the requirements of this RFP;
- c. seek clarification or verify any or all information provided by any Proponent with respect to this RFP, including contacting the named reference contacts;
- d. retain all proposals submitted in response to this RFP;
- e. enter into negotiations with the selected Proponent or Proponents on any or all aspects of their Proposals or the resulting Contract;
- f. accept any or all Proposals, in whole or in part, not necessarily accepting the lowest Proposal.
- g. enter into negotiations with Proponents tied for the highest number of total points and award only one Contract; and
- h. award one or more Contracts for any part of the Services.

## **2.8 RESULTING CONTRACT**

IDRC is not bound to enter into a Contract with any Proponent. However, in the event of a successful contract negotiation, the contract ("Contract") resulting from this RFP will be prepared by IDRC and will include IDRC's standard Terms and Conditions as provided as Annex A as well as the Special Contract Conditions located on Page 15 of this document.

Proponents should outline any objection with reason to any terms and conditions 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 – STATEMENT OF WORK

This section is intended to provide Proponents with the information necessary to develop a competitive proposal. The Statement of Work is a complete description of the tasks to be done, results to be achieved, and/or the goods to be supplied.

### 3.1 Background

The Think Tank Initiative (TTI) is a global program that supports independent policy research organizations — or “think tanks” — in developing countries. The Initiative supports 43 institutions in Africa, South Asia and Latin America. Its goal is to strengthen this group of independent policy research organizations, enabling them to provide objective, high-quality research that both informs and influences policy.

An important goal of the Initiative is to facilitate and share learning about strategies for building and managing successful, sustainable think tanks with a wide range of policy research organizations and interested stakeholders. The website and visual/graphic design tools, as outlined below, are key to achieving this goal.

### 3.2 Objectives

IDRC requires a proponent that can provide both website and visual/graphic design services. We are looking for an efficient means of maintaining an integrated and streamlined website through which we can share relevant content and foster collaboration. We view many of the proposed tools as inextricably linked (for example, static infographics that become dynamic on the website) and would like a proponent that can provide creative, innovative solutions on both the design and website front. The website and graphics must be capable of supporting content in three languages: English, French and (occasionally) Spanish. IDRC will provide any required translations.

#### A) WEBSITE

An essential channel required to meet TTI’s goal of sharing program learning is the multilingual TTI Drupal website ([www.thinktankinitiative.org](http://www.thinktankinitiative.org)). This website was originally developed in 2012 following the success of a 2012 TTI Exchange event website; prior to this, TTI’s main web pages were hosted on the IDRC program website. The TTI website was created in order to better capture and share program learning as well as foster collaboration, and this remains the goal today. This website supports collaboration and communication, allows TTI to share publications and news, and acts as a first stop for anyone seeking to learn about TTI. The site receives an average of 2000-3000 visitors per month.

While we will maintain our current Drupal-based website, we wish to enhance the collaborative nature of this website through tools such as a monitored blog with all posts approved by TTI prior to posting, newsletter, homepage carousel, updated news and events section, enhanced social media components, and interactive visualization tools. TTI staff are responsible for providing and uploading the content for this website and manage the CMS.

While we are open to alternative hosting options, the TTI website is currently running in a VMWare virtual environment with:

- 2 CPUs
- 8GB or RAM
- 50 GB of disk space
- Redhat 6

Drupal 7.36

There are two staging folders on the server:

1. development/testing (link: <http://www.thinktankinitiative.org/vi>) and
2. production (link: <http://staging.thinkthankinitiative.org>)

The proponent will oversee design and maintenance as follows:

**Objectives and Scope:**

To provide web support as follows:

- 1) New Sub-sections: Design and develop new sub-sections for the TTI website including a blog, an events section, and a mechanism for sharing key updates (such as a newsletter and RSS feed).
- 2) Design Updates: Add a carousel to the homepage, interactive visualization tools (such as dynamic infographics) and a design ‘freshen-up’ throughout.
- 3) Case Studies: Incorporate a web feature on thematic case studies, similar to ODI’s Development Progress page (see [www.developmentprogress.org/case-studies](http://www.developmentprogress.org/case-studies))
- 4) Upgrade to Responsive Site: Ensure that the website functions well on mobile devices and tablets.
- 5) Provide Advice: as requested on
  - User experience – information architecture, content strategy and recommendations to improve the user experience
  - Analytics – analytics strategy, interpretation of statistics and recommendations to improve the website
  - Updating the website terms of use to reflect Privacy and other legislated requirements
- 6) Maintenance and Support: Ongoing until March 2019.

**Expected Deliverables**

An enhanced TTI website and ongoing maintenance and support.

**B) VISUAL/GRAPHIC DESIGN**

As previously stated, in Phase 2, TTI is focusing on its goal of capturing and sharing learnings. This includes producing tangible stories of success, synthesizing and packaging the results and outputs of TTI-supported research to contribute to building the field of knowledge on think tanks, and developing an annual thematic compendium to highlight common areas of thematic research. Therefore, TTI is aiming to systematically showcase its achievements, learning, and impact in order to better understand how the TTI model of core funding plus technical support has worked in practice, and to share these results with think tanks and other stakeholders.

**Objectives and Scope:**

To provide a visual identify/branding as follows:

- 1) Infographics: Design and develop graphic visual representations of data and information that serve to present complex information quickly and clearly. Examples may be found at [www.thinktankinitiative.org/results](http://www.thinktankinitiative.org/results)
- 2) Annual Thematic Compendiums: Design 4 annual 10-page thematic publications (both digital and print) that showcase stories, images, blog posts and infographics under research themes.
- 3) Design Work for Web Updates: Provide visual treatment for the case study sub-section of the website, among other pages

- 4) Final Phase 2 Report: Design a 40-page report (both digital and print)
- 5) Other Visual Assets & Knowledge Products as Required: Ongoing until March 2019  
*May consist of, but is not limited to, creative briefs, illustrations, marketing tools, posters, envelopes, working papers, etc.*

**Expected Deliverables:**

A fully designed and web-integrated Stories of Influence annual series, infographics, annual thematic compendiums, and additional visual assets as needed.

**3.3 Timeline and Deliverables**

Deliverables	Timing
<b>Website</b>	
Add blog	August 2015
Update News and Events sections	September 2015
Develop mechanism for sharing key updates	November 2015
Develop carousel for homepage	December 2015
Create case study sub-section	January 2016
Maintain and upgrade website	August 2015 – March 2019
<b>Visual and Graphic Design</b>	
Design work for newsletter/mechanism for sharing key updates	September 2015
Thematic Compendium 1	October 2015
Design case study sub-section	January 2015
Infographics 1&2	March 2016
Thematic Compendium 2	October 2016
Infographics 3&4	March 2017
Thematic Compendium 3	October 2017
Infographics 5&6	March 2018
Thematic Compendium 4	October 2018
Final Phase 2 Report	February 2019
Other Visual Assets & Knowledge Products	August 2015 – March 2019

**3.4 Duration of a Resulting Contract**

The resulting contract is expected to be for a period of approximately 3.5 years (July 2015 to March 2019).

**3.5 Location of Work and Travel**

Work is expected to take place primarily at the Proponent's site.

**SECTION 4 – PROPOSAL EVALUATION**

This section describes the process that IDRC's selection committee, which may include representatives of one or more TTI funding agencies, will use to evaluate Proposals.

## 4.1 PROPOSAL EVALUATION METHODOLOGY

The following methodology will be used to evaluate Proposals:

### 4.1.1 Step 1:

Each Proposal will be examined to determine compliance with all Mandatory Requirements (M) as laid out in section 6 of the RFP. Non-compliant Proposals will receive no further consideration.

### 4.1.2. Step 2:

Compliant Proposals will be evaluated based on the Rated Requirements (R) as laid out in section 6 of the RFP.

### 4.1.3. Step 3:

Financial Proposals will be evaluated as follows: the lowest compliant Financial Proposal will be assigned a percentage of the total possible points arrived at by dividing that Proponent's total price by the lowest submitted total price. For example, if the lowest total price is \$120.00, that Proponent receives 100% of the possible points ( $120/120 = 100\%$ ), a Proponent who submits \$150.00 receives 80% of the possible points ( $120/150 = 80\%$ ), and a Proponent who submits \$240.00 receives 50% of the possible points ( $120/240 = 50\%$ ).

### 4.1.4. Step 4:

Total points will be calculated and IDRC may select the Lead Proposal or Proposals achieving the highest total points, subject to IDRC's reserved rights.

## 4.2 EVALUATION TABLE

IDRC will score Proponent's proposals based on the following, where a detailed breakdown of the technical and financial proposal evaluation criteria is provided in section **6 and 7**:

Section	Description	Score
6	Technical proposal	80
7	Financial proposal	20
	<b>Total Score</b>	<b>100</b>

## 4.3 PROPONENT FINANCIAL CAPACITY

IDRC reserves the right to conduct an assessment of the Lead Proponent's financial capacity. IDRC may request that the Lead Proponent provide proof of financial stability via bank references, financial statements, or other similar evidence. The Lead Proponent must provide this information upon 72 hours of IDRC's request. Failure to comply may result in disqualification.

## 4.4 PROPONENT SELECTION

As noted in section **2.7** 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. In the event no satisfactory contract can be negotiated between the Lead Proponent and IDRC, IDRC may terminate negotiations. In such event, if IDRC feels that the Proponent with the second highest score 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.

## SECTION 5 – PROPOSAL FORMAT

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

### 5.1 GENERAL

Proposals should be max. 20 pages, excluding annexes (8 1/2" x 11" format) with each page numbered. Elaborate or unnecessary voluminous proposals are not desired.

### 5.2 OFFICIAL LANGUAGES

Proposals may be submitted in English or French.

### 5.3 ORGANIZATION OF RESPONSES

Responses should be organized in the following format, where the sections that follow provide more details:

File	Section	Contents
1.0	5.3.1	Cover Letter
	5.3.2	Table of Contents
	6	Technical Proposal
2.0	7	Financial Proposal

#### 5.3.1 COVER LETTER

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

- a. A reference to the RFP number and RFP title.
- b. The primary contact person with respect to this RFP: the individual's name, address, phone number and email address.
- c. 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.

#### 5.3.2 TABLE OF CONTENTS

The Proponent should include a table of contents that contains pages numbers for easy reference by the evaluation committee.

## SECTION 6 – EVALUATION CRITERIA (TECHNICAL REQUIREMENTS)

In their Technical Proposal, Proponents must explain and demonstrate how they propose to meet the Statement of Work requirements and clearly outline the work that the Proponent proposes to undertake for the provision of the Services to IDRC.

Proposals will be evaluated in accordance with the following Mandatory (M) and Rated (R) requirements. Proposals failing to meet Mandatory Requirements will be considered non-compliant and excluded from further consideration.

A	Company Profile and Experience	Mandatory(M)/ Rated (R)	Total Points 50
1	<p><b>Executive Summary</b> The Proponent shall include a <b>short executive summary</b> highlighting the following:</p> <p><b>a.</b> a description of the company outlining:</p> <ul style="list-style-type: none"> <li>• the Proponent’s business and specializations</li> <li>• the location of its head office and other offices (specify city and province only)</li> <li>• the total number of years the Proponent has been in business</li> <li>• the number of full-time employees</li> <li>• details of any sub-contracting arrangements to be proposed</li> </ul> <p><b>b.</b> a brief summary of what makes the Proponent’s organization stand out from its competitors</p>	M	n/a
2	<p><b>Similar Services- Demonstrate</b> In order to demonstrate that the Proponent has <b>completed five (5) consecutive years of similar services</b>, the Proponent’s response must include <b>three (3) examples</b> of similar services.</p> <p>Collectively these examples should demonstrate experience in all of the following:</p> <ul style="list-style-type: none"> <li>• Drupal-based website development</li> <li>• Website maintenance</li> <li>• Responsive functionality for mobile devices</li> <li>• Blogs</li> <li>• Graphic/Visual Design</li> <li>• Infographics</li> </ul> <p>Each example should include with the following details:</p> <p><b>a.</b> name and address (city and province only) of the client;</p> <p><b>b.</b> services period, e.g. start and end dates;</p> <p><b>c.</b> brief description of services provided by the Proponent.</p>	R	25

3	<p><b>Samples</b> The proponent shall provide samples of previous work. These samples shall be from work produced by the proposed individual(s) and should ideally be from the same clients as the references provided:</p> <ul style="list-style-type: none"> <li>• 3 samples of websites (including at least one that is Drupal-based) that have been developed or maintained to facilitate collaboration as well as be highly responsive on mobile devices as laid out in Section 3.2.</li> <li>• 3 samples of visual/graphic design including infographics (both print and web), communications tools (such as briefs or annual reports), case studies and blogs as laid out in Section 3.2.</li> </ul>	R	25
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B	Personnel Profile and Experience	Mandatory(M)/ Rated (R)	Total Points 20
1	<p><b>All Proposed Resources</b> The Proponent shall outline the proposed lead resource and all other proposed resources to be used in providing the services (including any subcontracting relationships that are required) and include:</p> <p>a. name, title, telephone #, email address, location (city and province only); and</p> <p>b. their roles, structure and reporting relationships.</p>	M	n/a
2	<p><b>All Proposed Resources Experience - Bio</b> The Proponent's response should demonstrate the quality and level of expertise of its proposed team by providing the following: a one to maximum two page up-to-date bio of each proposed resource that includes relevant work experience, education, and all relative professional designations and certifications.</p>	R	15
3	<p><b>Language of Work</b> Proponents must have English language proficiency. French language proficiency within the team is desirable.</p>	R	5

C	Methodology / Approach / Schedule	Mandatory(M)/ Rated (R)	Total Points 10
1	The proponent must be available to complete the services within the Statement of Work by March 30, 2019.	M	n/a
2	The Proponent must <b>demonstrate its Approach</b> to successfully deliver the requirements detailed Section 3 - Statement of Work.	M	n/a
a)	Demonstrate an understanding IDRC, TTI, and the <i>objectives</i> and requirements in Section 3 - Statement of Work;	R	5
b)	<i>Project Risk Management Plan</i> - Describe any contingencies that may hinder the progress or outcome of the project and suggest	R	5

how you would mitigate them. Please ensure that you address staff turnover and outline how you will mitigate this particular risk in your response.		
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## SECTION 7 - FINANCIAL PROPOSAL

The Proponent must submit a Financial Proposal including a cost summary of the Services. Financial Proposals must be provided as follows. Financial proposals not complying with the following requirements will be deemed non-compliant and the Proposal will be excluded from further consideration:

Mandatory Requirements	Total Points 20
a. The Proponent must state the assumptions underlying its financial proposal.	
b. All prices are to be quoted in Canadian dollars (CAD) and taxes (i.e. 13% HST) are to be provided as a separate item. If taxes are not to be charged, provide an explanation as such.	
<p>c. All prices must include a detailed breakdown following the response to section 3 (Statement of Work), as outlined in section 5.6.2. C (Methodology / Approach / Schedule).</p> <p>Each requirement should outline the timeline being proposed with daily rates provided per resource.</p> <p>Prices shall include all components normally included in providing the proposed services such as professional fees, disbursements, engagement support expenses, etc.</p> <p>Travel expenses must <b>NOT</b> be included in price estimates as IDRC will provide standard per-diem rates, and will procure all air tickets directly through its designated travel agency.</p> <p>IDRC will not be billed for travel time to and from any work site, for any purpose. Cost of such time will be the sole responsibility of the selected proponent.</p>	
d. The Proponent shall propose an invoicing schedule. <i>Important Note:</i> IDRC's payment terms are NET 30, and IDRC will not make advances on fees.	

## SECTION 8 - SPECIAL CONTRACT CONDITIONS

### In addition to Annex A- General Terms and Conditions of the Contract

- I. Centre Funds paid to you pursuant to this contract may not be used in connection with this contract:
  - a) to participate in any political campaign on behalf or in opposition to any candidate for public office or influence the outcome of any election for public office in any jurisdiction;
  - b) to carry out any voter registration drive in any jurisdiction;
  - c) to support any propaganda in any jurisdiction;
  - d) to carry on, directly or indirectly that is prohibited for a public charity or for any non-charitable purposes; or
  - e) to support lobbying activity, or otherwise support attempts to influence legislation, in any jurisdiction (within the meaning of United States Internal Revenue Code Sections 501(h), 4911(d) (1) and (2), 4945(d) (1) and related regulations).
- II. Centre Funds paid to you pursuant to this contract may not be used to provide material support to any person or entity that engages in violent or terrorist activities.
- III. You have been selected to participate in this contract at the Centre's discretion. You may not make any statement or otherwise imply to donors, investors, media or the general public that you are a direct contractor of the Bill & Melinda Gates Foundation ("Foundation") in relation to the Think Tank Initiative. You may state that the International Development Research Centre is the Foundation's grantee and that you are a subcontractor of the Centre.
- IV. You will ensure that all goods and services financed from and in relation to this contract will be used for the purpose set out within this contract and its related documents. In the event of such goods or services being used for other purposes, you must inform the Centre in writing, and the Centre may seek to recover from you the value of the goods and services concerned.
- V. You guarantee that financial assets or economic resources under this contract are not made available, either directly or indirectly to, or for the benefit of persons, groups or entities listed in accordance with FINTRAC (Financial Transactions and Reports Analysis Centre of Canada), and OSFI (Office of the Superintendent of Financial Institutions), or contravene the provisions of those and that of any subsequent applicable Canadian terrorism legislation.
- VI. In the event that you purchase assets in relation to this contract, you will keep an asset register that lists the good or equipment purchased, the date of purchase, whether the asset was purchased new, the price of purchase, and the general condition of the asset at the time of reporting. This asset register will be provided to the Centre at the time of submission of reports or deliverables.

- VII. You will not use any funds provided under and in relation to this contract to meet the cost of any import or customs duties applied directly or indirectly by local Governments or any local public authority on the goods/services provided.
- VIII. None of the funds from this contract may be used for travel to or from the United States or for activities conducted in the United States.
- IX. The Centre will not tolerate any financial irregularities within and related to this contract. You shall refrain from any financial irregularities.
  - a. Financial irregularities refers to all kinds of:
    - i. corruption, hereunder bribery, nepotism and illegal gratuities;
    - ii. misappropriation of cash, inventory and all other kinds of assets;
    - iii. financial and non-financial fraudulent statements;
    - iv. all other use of fees and expenses not in accordance with this contract and any related documents.
  - b. You shall not offer or provide money, gifts or any other thing of value directly or indirectly to anyone in order to improperly influence any act or decision relating to the contract, including by assisting any party to secure an improper advantage.
  - c. The Centre reserves the right to recover funds that have been subject to proven fraud or financial irregularity by you.
- X. You shall make best efforts to ensure that all permits, import licenses and foreign exchange permissions that may be required in relation to this contract are granted.
- XI. No offer, gift, payment or benefit of any kind, which would or could, either directly or indirectly, be construed as illegal or corrupt practice, e.g. as an inducement or reward for the award or execution of procurement contracts shall be accepted. In the event that the Centre grants you the right to subcontract or enter into procurement contracts hereunder, you shall ensure that all such contracts shall include a clause stating that mitigation or corrective measures will be undertaken if any illegal or corrupt practices have taken place in connection with the contract award or the execution of the contract including the rejection of an offer or cancellation of the 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.

### **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's 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 the Terms of Reference and Schedule sections 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 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 traveler'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 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.

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