



IDRC · CRDI

International Development Research Centre
Centre de recherches pour le développement international

REQUEST FOR PROPOSAL (“RFP”)

RFP #: 22230008	RFP Title: Vaccine Development Projects Gap Analysis
Issue Date: Thursday, July 28, 2022	Close Date & Time: Friday, August 19, 2022 at 1:00 p.m. Eastern Daylight Time
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This RFP is subject to the rules on government procurement set out in Chapter 5 of the Canadian Free Trade Agreement (“CFTA”).

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SECTION 1 – INTRODUCTION

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

1.1 IDRC OVERVIEW

IDRC was established by an act of Canada’s parliament in 1970 with a mandate “to initiate, encourage, support, and conduct research into the problems of the developing regions of the world and into the means for applying and adapting scientific, technical, and other knowledge to the economic and social advancement of those regions.” A **Canadian Crown corporation**, IDRC supports leading thinkers who advance knowledge and solve practical development problems. IDRC provide the resources, advice, and training they need to implement and share their solutions with those who need them most. In short, IDRC increases opportunities — and makes a real difference in people’s lives. Working with development partners, IDRC multiplies the impact of investment and brings innovations to more people in more countries around the world. IDRC offers fellowships and awards to nurture a new generation of development leaders. IDRC employs about **375** people at the **head office** located in Ottawa, Canada and in **five (5) regional offices** located in New Delhi-India, Montevideo-Uruguay, Amman-Jordan, Nairobi-Kenya, and Dakar-Senegal. IDRC is governed by a board of up to 14 governors, whose chairperson reports to Parliament through the Minister of International Development. For more details visit: www.idrc.ca

1.2 PURPOSE OF THIS RFP

IDRC requests proposals for a consultant/team to evaluate the list of projects in the table in section 2.3.1, for a status of progress towards Market readiness as well as what remains to be done to reach each respective project’s objectives, where requirements are described in section 2, 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 – Resulting Contract 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	Date
RFP issue date	See page 1
Deadline for Enquiries	See section 5.1
RFP close date	See page 1
Evaluation, selection, and notification of Lead Proponent	August 2022
Commencement of Services	August 2022

SECTION 2 – STATEMENT OF WORK

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

2.1 INTRODUCTION AND PROJECT OVERVIEW

The Livestock Vaccine Innovation Fund is an initiative developed by the Bill & Melinda Gates Foundation, Global Affairs Canada, and Canada’s International Development Research Centre over five years to support the development, production, and commercialization of innovative vaccines against livestock diseases (including poultry) in sub-Saharan Africa, South and Southeast Asia.

Through partnerships, the Livestock Vaccine Innovation Fund improves the health and livelihoods of small-holders by supporting the development of livestock vaccine solutions. The LVIF will support innovation and research to increase the efficacy, marketability and use of existing vaccines, develop new vaccines against priority livestock diseases, and build effective partnerships between vaccine researchers, public and private sectors to accelerate the registration, commercialization and use of vaccines. The goal is to make quality vaccines that are more affordable, available, and acceptable to smallholder livestock producers, and to facilitate their use at scale. The research will also lead to a better understanding of disease dynamics and their impact, as well as constraints to vaccine use by poor farmers. And by bringing together all stakeholders, from farmers to researchers, pharmaceutical companies, and regulators, the Fund will foster a vibrant and sustainable livestock sector in sub-Saharan Africa, South and Southeast Asia managed by IDRC, the Fund will focus on countries of sub-Saharan Africa, South and Southeast Asia that are priorities for the Bill & Melinda Gates Foundation and Global Affairs Canada. The Fund will target transboundary animal diseases allowing benefits to accrue more widely and achieving regional impact. Improving the health and productivity of livestock is a Bill & Melinda Gates Foundation area of focus and is in line with Canada’s food security strategy for developing countries.

2.2 BACKGROUND

InnoVet-AMR responds to a need identified by the international scientific and development communities. It is supported with high-level policy processes, including the UN political declaration on AMR (2016), G7/20, Global Health Security Agenda and Action Plan, as well as Global Action Plans of the World Health Assembly and the World Organization for Animal Health.

The initiative builds on DHSC’s expertise championing innovation by supporting research and technology to improve lives. It also draws on IDRC’s history as a development research funder with decades of experience building knowledge-focused cross-sector partnerships.

Through InnoVet-AMR, IDRC and DHSC aim to achieve two key objectives:

- Support research that will identify innovative veterinary solutions, such as alternative products, including vaccines, to reduce the use of antimicrobials in livestock and aquaculture operations in LMICs.
- Build effective partnerships to better coordinate discovery, development, and sustainable delivery of innovative veterinary solutions to reduce the use of antimicrobials in livestock and aquaculture operations in LMICs.

InnoVet-AMR is aimed at addressing the emerging global threat of antimicrobial resistance by reducing the misuse of antimicrobials in animal production in the Global South. This four-year, CA\$30 million partnership between IDRC and the UK Department of Health and Social Care’s (DHSC) Global AMR Innovation Fund (GAMRIF) is funding research to

develop new animal vaccines and other innovations to tackle AMR in livestock and aquaculture production, particularly in low- and middle-income countries (LMICs).

2.3 DESCRIPTION AND SCOPE OF WORK

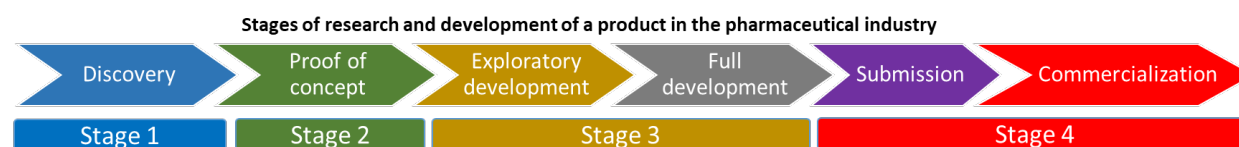
2.3.1 Project Scope

In Scope:

Since 2015, IDRC's Animal Health program has supported a series of vaccine development projects for vaccines that are on the priority livestock and aquaculture diseases for the two initiatives. A cohort of these projects is now at various stages of transition from proof of concept to market-ready vaccines. The Animal Health Program's definition for market-readiness states that:

"A vaccine is considered market-ready when it has completed all the stages of product development with regulatory specifications and the dossier has been submitted to the regulatory agency. In summary the stages include proof-of-concept, early and full process development, and field trials using a commercial standard batch. Once the dossier is approved by the regulators, the vaccine is ready for commercialization."

To simplify the many stages that a product must go through the pipeline from discovery to commercialization, the LVIF team reduced the six industry standard stages into four. This will not accelerate the development of a product but will be used to improve the way granting of future projects is done.



As these projects come to their end, the Animal Health group would like to validate the information obtained through regular technical reports on respective progress of up to 12 projects. This is to enable LVIF and InnoVet-AMR to better understand where these projects are at towards registration. This process will further inform our selection criteria for a shortlist of projects that need further curated support packages to facilitate progression towards market-readiness.

Table 1: Potential list of projects by the Livestock Vaccine Innovation Fund and the Innovative Veterinary Solutions for Antimicrobial Resistance.

Project Title	Institutions	Gap Analysis type
Livestock Vaccine Innovation Fund		
108632 Development of two multivalent Rift Valley Fever vaccines for improved uptake in cattle and in small ruminants	MCI Santé Animal, Morocco	Evaluation of the data used for registering the RVF-PPR combination and current sales

		<p>status of the product in Morocco.</p> <ul style="list-style-type: none"> • Support package needed (identify support for West Africa, dossier registration)
109080 Clinical trials to develop a subunit vaccine for contagious bovine pleuropneumonia in Kenya	KALRO, Kenya VIDO. Canada ILRI, Kenya	Regulatory – process development/manufacturing/registration
108359: Supporting the production of quality livestock vaccines for Enterotoxaemia, Pasteurella and RVF in Kenya	Kenya Veterinary Vaccines Production Institute. MCI Santé Animal, Morocco	<ul style="list-style-type: none"> • Regulatory – Bottlenecks to registration and delivery within Kenya of three vaccines. • Support package needed.
109475 Development and deployment of subunit vaccine against bovine babesiosis	United States Department of Agriculture, Pullman, WA, USA	Regulatory - Proof of concept
109212 Engineering of African swine fever virus using synthetic biology to accelerate vaccine development – Phase 2	J. Craig Venter Institute, Rockville, MD, USA ILRI, Kenya Friedrich Loeffler Institute, Germany International Livestock Research Institute, J. Craig Venter Institute	Regulatory - Proof of concept
109271 Engineered Vaccines Against Hemorrhagic Septicemia in Ruminants	University of Calgary, Canada	Regulatory – Proof of concept
109615 Use of CRISPR/cas9 for gene editing for increased vaccine yields in avian cell lines	The Pirbright Institute, UK	Regulatory - Manufacturing
109618 A non-replicative adenovirus vaccine platform for poultry diseases	McGill University, Canada	Regulatory – Proof of concept & Manufacturing
108628 Multivalent approaches for the improvement of inactivated vaccines against small ruminant diseases in Africa (contagious caprine pleuropneumonia (CCCP) vaccine only)	The French Agricultural Research Centre for International Development (CIRAD)	Regulatory – Proof of concept
Innovative Veterinary Solutions for Antimicrobial Resistance		
109047: Novel vaccine design for preventing <i>Streptococcus suis</i> in swine Disease: <i>Streptococcus suis</i>	University of Montreal, Canada	Regulatory – Proof of concept

109052: Developing a sustainable nanoparticle-based vaccine solution for broilers and layers against Escherichia coli in low and middle-income countries Disease: Escherichia coli	Lesaffre International, France	Regulatory – Proof of concept
109056: Disease intervention targets for porcine Streptococcus suis infections in Vietnam Disease: Streptococcus suis	University of Nottingham, U	Regulatory – Proof of concept
109057: Polyvalent vaccine for freshwater catfish (Pangasius) Disease: Edwardsiella ictaluri and Aeromonas hydrophila.	University of Stirling, UK	Regulatory – Proof of concept

2.4.2 Methodology

We invite the consultant(s) to propose approaches that, in their view, would yield timely, relevant, and accurate findings. The successful consultant(s) will design a detailed gap analysis approach and methodology to address the gap analysis objectives. An initial proposal for the gap analysis design is requested. The full design will be developed through inception phase. The following are starting points for the design of the methodology:

- **Inception Workshop:** The consultant(s) will participate in an inception workshop along with the Animal Health team. The workshop will be an opportunity for the consultant(s) to understand and discuss both programs and the phased approach to research funding, as well as to gain clarity on the gap analysis questions, timeline and expected outcomes.
- **Document Review:** Review of relevant LVIF/InnoVet-AMR program/project documentation including (project proposals, grantee technical reports and Phase 2 proposals (where applicable), reviewer recommendations etc.); and any documentation available from stakeholders or partners external to the program.
- **Interviews:** with Animal health staff, grantees, and other key internal and external informants (GSC members, industry experts, etc). These are expected to take place virtually, if needed.
- **Site visits:** Consultants are to coordinate with Animal Health staff and selected projects to identify appropriate site visits
- **Surveys or other data collection methods:** to solicit input from LVIF and InnoVet-AMR projects as well as additional stakeholders both internal and external to the program.
- **Learning session:** Consultants are encouraged to propose an activity to convey draft results from the gap analysis to the Animal Health team. This session will provide a space for reflection and strategic thinking about next steps for projects in their commercialization of a market-ready vaccine.

2.4.3 Consultant Roles and Responsibilities

The Gap Analysis is being commissioned and managed by IDRC. The Consultant(s) will have two points of contact in the Animal Health team (the PMO and lead SPS), with whom to interact on all evaluation-related matters. The PMO will be responsible for reviewing and approving the work plan; providing all documentation and support logistics for the evaluation team; gathering comments on deliverables, act as first reviewer and confirming their approvals. The lead SPS will be responsible for bridging contact with project teams and coordinate input of technical expertise where needed. Responsible program officers for projects are expected to be informed of any progress or delays on data collection to ensure timely delivery of expected deliverables.

2.4.4 Consultant Ethics and Standards

The consultant(s) will ensure that appropriate ethical standards and guidelines have been developed and observed in the implementation of the evaluation. Quality will be assessed on the extent to which the evaluation demonstrates that it has fulfilled its purpose using four internationally recognized standards: utility, feasibility, propriety, and accuracy.

2.4.5 Project Budget

An estimated up to \$100,000 has been earmarked for these activities. (*This amount **includes** taxes and applicable travel*)

2.4.6 Timeline of Deliverables and Tasks

The assessments need to take place between **August 2022 and September 30, 2022, with Outputs and final report delivered by October 30, 2022.**

Activity	Timeline *
Start of work	
Inception meeting	
Submission of initial work plan	
Data collection and analysis	
Learning and discussion of initial findings at team meeting	
Draft final evaluation report	
Final evaluation report	

* The exact dates are to be agreed with the selected Proponent.

The main deliverables are:

- **Work plan:** The work plan should detail the overall methodology and approach of the gap analysis as well as clear milestones and deliverables. It should clarify what is to be evaluated, the purposes of the gap analysis and key questions and how it will be done (what data will be collected, how and when, how data will be analyzed, and how and when results will be reported). Finalized timeline to confirm deliverables will determine payment milestones.
 - **Output:** Prepare a technical and regulatory review template
- **Coordination:**

- Coordinate with the Animal Health projects to identify the best dates for the site visits (if required)
- Coordinate the logistic of the visits/interviews with the project teams (if required)
- **Outputs:**
 - Produce a report per project with detailed gaps and resources needed for reaching project endpoints.

Final report: The synthesized final report should contain an executive summary containing a condensed version of the most important findings of the gap analysis; a summary of the gap analysis' focus, the purpose, objectives and questions used to direct the gap analysis; the findings of the gap analysis, the conclusions and recommendations for next steps in the commercialization process for each project. Any additional information required, such as terminology, details of who was involved in the gap analysis, etc. should be put in an appendix. The report will be prepared in preferably in English, submitted to IDRC electronically via email and must be in Microsoft Word, with up to 2 sets of revisions between consultants and the Animal Health Team.

2.5 IDRC RESPONSIBILITIES, SUPPORT, AND REPRESENTATIVES

IDRC will identify a **Project Authority** to whom the successful Proponent will report during the period of a resulting Contract. The Project Authority will be responsible for coordinating the overall delivery of service, providing as required direction and guidance to the Proponent, monitoring Proponent performance and accepting and approving Proponent deliverables on behalf of IDRC. The Project Authority will ensure that appropriate subject matter experts from within IDRC are available to the Proponent to discuss and provide content material, as well as facilitate cooperation with regional IDRC staff and other stakeholders, as required.

IDRC will identify a **Contracting Authority**, who will oversee a resulting Contract throughout its lifecycle, in conjunction with the Project Authority and the Proponent, create amendments for any changes to a resulting Contract, and answer questions on terms and conditions.

2.6 LOCATION OF WORK AND TRAVEL

Work is expected to take place at the Proponent's site and onsite in co-ordination with IDRC's **Project Authority**.

2.7 PERIOD OF A RESULTING CONTRACT

A resulting Contract is expected to commence August 2022 and conclude by October 30, 2022. Commencement and conclusion dates are subject to change upon final workplan deliverable.

SECTION 3 – PROPOSAL EVALUATION

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

3.1 EVALUATION COMMUNICATION

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

3.2 EVALUATION METHODOLOGY

IDRC will use the following methodology to evaluate Proposals:

3.2.1 Step 1 - Mandatory Requirements

Each Proposal will be examined to determine compliance (pass or fail) with all IDRC's **Mandatory Requirements**. Non-compliant Proposals will receive no further consideration.

PART 1: *General Mandatory Requirements of this RFP*

These general Mandatory Requirements will be confirmed by IDRC:

#	Mandatory Requirements
Mi.	Met submission close date and time
Mii.	Included all required files

PART 2: *Statement of Work Mandatory Requirements*

The Proponent **must provide detailed information relative to each mandatory requirement**. Indicate in the table, where in the Proponent's Proposal the response to the mandatory requirement can be found:

Mandatory Requirements in Response to the Statement of Work:

#	Mandatory Requirements	Compliant (yes or no)	Response
	COMPANY		
M1.	<p>Company - Executive Summary</p> <p>The Proponent shall include a short executive summary highlighting the following:</p> <p>a. a description of the company outlining:</p> <ul style="list-style-type: none"> • the Proponent's business and specializations • the location of its head office and other offices (specify city and province only) • details of any sub-contracting arrangements to be proposed <p>b. a brief summary of what makes the Proponent's organization stand out from its competitors</p>		
	RESOURCES		

M3.	All Proposed Resources - Bio The Proponent shall include an up-to-date bio of <i>each proposed resource</i> .		
M4.	Resources Experience – References The Proponent’s response should demonstrate the quality and level of expertise of its proposed team by providing the following: a. two (2) client references for whom similar services have been done within the past two (2) years from the RFP closing date. This shall include: company name, client contact name, contact title, contact telephone number, email address, services period, and brief description of services provided.		

3.2.2 Step 2 - Rated Requirements

Compliant Proposals will be evaluated and attributed points according to the degree to which they meet or exceed IDRC’s **Rated Requirements**.

Summary Table:

RFP Section	Rated Requirements	Weighting % A	*Points 0-10 B	Score A x B
“	Proponents Team section	40		
”	Methodology section	50		
	Total %	90		

***Points Table:**

Points	Points Description
0	Barely addresses any of the stated requirements and completely lacking in critical areas
3	Adequately meets most of the stated requirements. May be lacking in some areas which are not critical
5	Meets most stated requirements
7	Meets all stated requirements
8	Meets all stated requirements and may exceed some
10	Exceeds the stated requirements in superlative and beneficial ways

INSTRUCTIONS:

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

The Proponent **must provide detailed information relative to each Rated Requirement**. Indicate in the table, where in the Proponent’s Proposal the response to the Rated Requirement can be found:

RATED REQUIREMENTS:

Rated Requirements in Response to the Statement of Work:

	Rated Requirements	Weight	Response
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	Proponents Team	40	
R1	Company – Demonstrate Experience in Vaccine Manufacturing The Proponent should demonstrate its experience and broad knowledge in vaccine manufacturing.	10	
R2.	Resources Experience – Demonstrate Experience The Proponent’s response should demonstrate the specific skills and experience in vaccine regulatory affairs in Africa.	10	
R3.	Demonstrate Experience The Proponent’s response should demonstrate analytical and methodological capabilities.	10	
R4.	Demonstrate Experience The proponents response should demonstrate experience in gathering information and producing reports	10	
	METHODOLOGY	50	
R5.	Understanding of IDRC and SOW The Proponent should demonstrate that it has a complete understanding of: a. IDRC; and b. the objectives and requirements in the Statement of Work	5	
R6.	Approach The Proponent should describe its approach to successfully deliver the requirements detailed in the Statement of Work and include a draft project schedule detailing milestone.	45	

3.2.3 Step 3 – Interviews

Proponents may be asked to provide additional information prior to the final selection. IDRC reserves the right to supply more information to those Proponents.

3.2.4 Step 4 - Financials

Proponents’ Financial Proposals will be scored. The Proponent submitting the lowest price will receive the maximum 10 points on the standard evaluation scale of 0-10. All other Proponents will receive a prorated score out of 10 based on the relative proportion of their price to the lowest price submitted.

RFP Section	Rated Requirements	Weighting A	Points 0-10 B	Score A x B
4.6	Total pricing, exclusive of taxes	10		
	Total %	10		

3.2.5. Step 4 - Final Score

Scores for proposals will be calculated, and IDRC may select the Lead Proposal achieving the highest total points (“Lead Proponent”), subject to IDRC’s reserved rights.

3.3 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.

This is a pass/fail test. Pass means that Contract discussions begin. Fail means that the Lead Proponent may not enter into Contract discussions and is disqualified from further consideration. The Lead Proponent must provide this information upon 72 hours of IDRC's request; failure to comply may result in disqualification.

Note: In the case of a joint venture or consortium, each and all members of the joint venture or consortium must provide the information required for their legal form.

3.4 PROPONENT SELECTION

As noted in section 5.8, 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 no later than 72 days following the award of a Contract. Upon request from an unsuccessful Proponent, IDRC will provide the reasons why that particular proposal was not selected.

SECTION 4 – PROPOSAL FORMAT

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

4.1 GENERAL

Proposals should be in 8 1/2" x 11" (letter) format, with each page numbered. Elaborate or unnecessary voluminous proposals are not desired. The font used should be easy to read and generally be no smaller than 11 points (smaller font can be used for short footnotes).

4.2 OFFICIAL LANGUAGES

Proposals may be submitted in English or French.

4.3 ORGANIZATION OF RESPONSES

Responses should be organized as follows, where the sections that follow provide more details:

see RFP Section for full details	File	Contents
4.4	1.0	Cover Letter
4.5 and 4.6	2.0	Technical Proposal and Mandatory Requirements Checklist and Rated Requirements Checklist
4.7	3.0	Financial Proposal
5.9, Annex A	4.0	Objections with reasons regarding the proposed contract terms and conditions included in this RFP

4.4 COVER LETTER

The Proponent should provide *as a separate file*.

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. A statement confirming the **validity** of the proposal (refer to section 5.4).
- d. A statement confirming the Proponent does not have a **conflict of interest** with this RFP, real or perceived (refer to section 5.7).
- e. The letter **signed** by person(s) duly authorized to sign on behalf of the Proponent and bind the Proponent to statements made in response to the RFP.

4.5 MANDATORY AND RATED REQUIREMENTS CHECKLIST

The Proponent should provide *as a separate file*.

The Proponent **should** create and include a Checklist, using the following format*, of all **Mandatory Requirements** and all **Rated Requirements** that indicates where in the Proponent's Proposal the response to each requirement can be found:

4.6 TECHNICAL PROPOSAL

The Proponent should provide *as a separate file*.

4.6.1 Table of Contents

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

4.6.2 Response to the Statement of Work

The Proponent **must** provide detailed information relative to:

- a. Each requirement listed in the Statement of Work;
- b. Each **Mandatory Requirement** and **Rated Requirement**:

The Proponent must clearly outline the work that the Proponent proposes to undertake for the provision of these Services to IDRC.

4.7 FINANCIAL PROPOSAL

The Proponent should provide a *as a separate file*.

4.7.1 Financial Requirements

The Proponent **must** provide pricing for all of its proposed Services.

Financial Requirements
a. The Proponent is to state the assumptions underlying its financial proposal.
b. All prices are to be quoted in Canadian dollars (CAD) and be exclusive of the Goods and services Tax (GST) or Harmonized Sales Tax (HST). The GST or HST, whichever is applicable, shall be extra to the prices quoted by the Proponent and will be paid by IDRC. If the Proponent will not be charging IDRC taxes, an explanation should be provided. See the Notes below for more details on taxes.
c. All prices must include a detailed breakdown following the response to section 2 (Statement of Work). Prices shall include all components normally included in providing the proposed services such as professional fees. Please quote travel on a separate line from the fees, and separate airfare from per-diems. Note that IDRC will only pay airfare at economy class and per-diems are published on the IDRC website.
d. The Proponent shall propose an invoicing schedule if other than providing one (1) invoice upon completion of all Services. <i>Important Note:</i> IDRC's payment terms are NET 30 and IDRC will make no advance on fees.
e. Proponents who must travel to Ottawa for onsite work must indicate if there will be fees chargeable to IDRC.

4.7.2 Mathematical Errors

If there are errors in the mathematical extension of unit price items, the unit prices prevail, and the unit price extension is adjusted accordingly.

If there are errors in the addition of lump sum prices or unit price extensions, the total is corrected, and the correct amount reflected in the total price.

Any Proponent affected by mathematical errors shall be notified by IDRC and be given the corrected prices.

SECTION 5 – CONDITIONS

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

5.1 ENQUIRIES

All matters pertaining to this RFP are to be referred exclusively to the RFP 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 **RFP Authority** by Friday, August 5, 2022, at 11:00 a.m. EDT in order to receive a response prior to the close date. When submitting, Proponents *email subject line* should cite “**RFP # 22230008 - Vaccine Development Projects Gap Analysis**”.

The RFP Authority will provide **all answers to significant enquiries** received on buyandsell.gc.ca 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 issued and posted on buyandsell.gc.ca

Important note: Proponents must download all RFP documents directly from the Buy and Sell website. IDRC will not distribute RFP documents that are posted on buyandsell.gc.ca.

5.2 SUBMISSION DEADLINE

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.

5.3 PROPOSAL SUBMISSION INSTRUCTIONS

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

5.3.1 Method of Sending

The preferred method of proposal submission is electronic, via **email**, in **Microsoft Word** or in **PDF** format to the RFP Authority named on page 1. Proponents *email subject line* should cite “**RFP # # 22230008 - Vaccine Development Projects Gap Analysis**” when submitting via email.

Important Note: Email messages with large attachments can be slowed down in servers between the Proponent’s email and the RFP 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 RFP Authority to confirm receipt.

Important Note: The maximum size of an email that IDRC can receive is 10MB. If necessary, Proponents can send multiple emails.

5.3.2 Number of Files

The Proponent's electronic submission should consist of **four (4) files** (i.e. 4 separate documents) as noted in section **4.3**.

5.3.3 Changes to Submission

Changes to the submitted proposal can be made, if required, provided they are received as an Addendum (or an Amendment) to, or clarification of, previously submitted proposal, or as a complete new proposal to cancel and supersede the earlier proposal. The addendum, clarification, or new proposal should be submitted as per the delivery instructions outlined above, be clearly marked "**REVISION**", and **must be received no later than the submission deadline**. In addition, the revised proposal should include a description of the degree to which the contents are in substitution for the earlier proposal.

5.3.4 Multiple Proposals

IDRC will accept only one (1) proposal per Proponent.

5.4 VALIDITY OF PROPOSAL

Proposals must remain open for acceptance for **ninety (90) days** after the close date.

5.5 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.

5.6 GOVERNING LAWS

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

5.7 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.

5.8 RIGHTS OF IDRC

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.

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.

Without limiting the foregoing, IDRC reserves the right to:

- a. seek clarification or verify any or all information provided by the Proponent with respect to this RFP, 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; and
- j. retain all proposals submitted in response to this RFP.

5.9 PROPOSED CONTRACT

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

Important note: The Proponent should outline any objections with reasons to any terms and conditions contained in this RFP and include them in its proposal (reference section **4.3**). Failure to identify objections at the proposal stage may preclude Proponents from raising these objections in the course of any future negotiations.

ANNEX A – Proposed Contract

Below is the proposed sample Contract and Terms and Conditions (reference section 5.9).

Specific Terms and Conditions of the Contract

CONTRACT NO. _____

This Contract is between _____ (“**Consultant**”) and Canada’s **International Development Research Centre**, 150 Kent Street, PO Box 8500, Ottawa, ON, K1G 3H9 (“**IDRC**” or “the **Centre**”).

The parties agree as follows:

1. TERMS OF REFERENCE AND SCHEDULE

1.1 Summary

1.2 Scope

1.3 Schedule

1.4 Contract Resources

The following individuals are the main contacts for this Contract:

1.4.1 IDRC will be represented by:

1.4.2 The Consultant will be represented by:

It is understood that the Consultant will assign performance of all work under this Contract to _____. Written authorization from IDRC’s **Project Authority** must be obtained in advance for any substitution of personnel. The Consultant must ensure that its employees, subcontractors and assignees alike are subject to the terms and conditions of this Contract, which shall take precedence over any other terms and conditions that may exist between the Consultant and those persons.

1.5 Service Location

1.6 Service Engagement Process

1.7 Change Management

Any changes to the Services will require written agreement from both parties. IDRC's **Contracting Authority** may issue Amendments to the Standing Offer to reflect such changes.

2. FEES

In consideration of these Services, IDRC will pay the Consultant _____.

3. TRAVEL AND TRAVEL EXPENSES

4. INVOICES

4.1 Invoice Schedule

The Consultant shall invoice IDRC according to the following schedule:

4.2 Invoice Submission Instructions

Invoices and any required backup documentation must be sent electronically to:

invoices-factures@idrc.ca

Invoices must be set out as follows:

- IDRC's **Contract number**
- Invoice number
- Invoice Date
- Fees - detailed description, daily rate and number of days or unit rate and number of units or fixed price
- Travel expenses, if applicable – detailed description, quantity, and price (and include any required back up documents with invoice)
- Taxes - Canadian 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 are charging back to IDRC
- Canadian GST/HST registration number, if applicable
- Currency

5. PAYMENTS

5.1 Payment Inquiries

Payment inquiries should be sent electronically to:

ap-cc@idrc.ca

5.2 Payment Method

All payments related to this Contract will be made based on information provided by the Consultant in the **Supplier, Tax and Bank Information form**, which will form part of the Contract and should be supplied from time to time to IDRC for updates to the information.

5.3 Advance Payments

IDRC will make no advance on fees and travel expenses.

5.4 Conditions Precedent for Payment

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

- a) Completion and delivery of the information requested in the **Supplier, Tax and Bank Information form**.
- b) Satisfactory performance of Services and satisfactory completion of Deliverables.
- c) Proper completion of invoice(s) as set out in the **Invoice section** above.

IDRC will issue payment of fees, and travel expenses if applicable, according to IDRC's standard payment period of **thirty (30) calendar days**. The **payment period is measured** from the date IDRC receives the duly completed Supplier, Tax and Bank Information form, or the date IDRC receives an acceptable invoice, or the date the Services and Deliverables are performed and delivered in acceptable condition as required in the Contract, whichever is latest. If the content of the invoice or the requisite form is incomplete, if the Services have not been performed in accordance with this Contract, or the Deliverables are not accepted by IDRC, the Consultant will be notified, and the payment period will be deferred until all deficiencies have been rectified to IDRC's satisfaction.

IDRC will reimburse the Consultant for applicable commodity taxes, net of input tax credits that have claimed directly from Canada Revenue Agency or the Consultant's country commodity tax offices.

IDRC will not pay more than one (1) day of fees per 24-hour period. IDRC will not pay any fee nor any travel 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 IDRC. 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 IDRC harmless against said Tax Claims.

6. SPECIAL CONTRACT CONDITIONS

7. CONTRACT DOCUMENTS

The Specific Terms and Conditions of the Contract, Attachment **A**- General Terms and Conditions of the Contract, Attachment **B**- **Travel and Travel Expenses**, and Attachment **C**- _____ constitute the entire Contract between the parties.

The Contract documents are complementary and what is called for in any one shall be binding as if called for by all. The Contract documents shall be interpreted as a whole and the intent of the whole rather than the interpretation of any particular part shall govern. In the event of a conflict between them, the Contract documents shall have precedence among themselves in the order as listed above.

8. CONTRACT ACCEPTANCE AND SIGNATURES

By signing this Contract, each party accepts the contents of the Contract.

This Contract will become effective when all the parties have signed it. The date this Contract is signed by the last party to sign (as indicated by the date associated with the party's signature) will be deemed the date of this Contract.

CONSULTANT

By: _____
Signed

Printed Name

Title

Date

IDRC

By: _____
Signed

Printed Name

Title

Date

Attach:

- Attachment **A** – General Terms and Conditions of the Contract
- Attachment **B** – **Travel and Travel Expenses**
- Attachment **C** – _____

ATTACHMENT A - General Terms and Conditions of the Contract

A1. DEFINITIONS

For the purposes of this Contract:

“*Commencement Date*” shall mean the date on which the Services 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 IDRC, and includes, without limitation, IDRC'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, subcontractors and agents, as applicable, and any other representative for whom the Consultant is responsible at law.

"Contract" shall mean the **Specific Terms and Conditions of the Contract**, including any and all **attachments** incorporated therein by reference. In the event of a conflict between the Specific Terms and Conditions versus the attachments, the Specific Terms and Conditions shall prevail.

"Day" means seven and a half hours (7.5) hours, unless otherwise specified in the Contract, and exclusive of meal breaks, with no provision for annual leave, statutory holidays and sick leave.

"Deliverables" means the items to be written, developed or prepared by the Consultant pursuant to this Contract, including, without limitation, all works of authorship, reports, recordings, information, documents, materials, or software, whether in hard copy or electronic form.

"Derivatives" shall mean: 1. any translation, abridgement, revision, or other form in which an existing work may be recast, transformed, or adapted; 2. for patentable or patented material, any improvement thereon; and, 3. 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.

"IDRC" or "the Centre" means the International Development Research Centre.

"Services" mean the services to be provided by the Consultant in accordance with the Contract, including the Deliverables as set out in the Contract.

"Termination Date" shall mean the earlier of (a) the date on which all Services and Deliverables have been performed and delivered; (b) the end date as specified in the Contract; and (c) the date on which the Contract terminates by operation of the Termination provisions contained in this Contract.

A2. TIME OF ESSENCE

Time shall be of the essence of every provision of this Contract.

A3. ENTIRE AGREEMENT

This Contract supersedes all previous Contracts and correspondence, oral or written, between IDRC and the Consultant, pertaining to the subject matter of this Contract, and represents the whole and entire understanding between the parties. No modification, variation or amendment of it shall be binding upon the parties unless it is in writing and signed by both parties.

A4. NON-EXCLUSIVITY

This Contract shall not grant the Consultant exclusivity of supply. IDRC may perform services or develop items similar or identical to the Services or Deliverables, or obtain them from any third party.

A5. WARRANTY

The Consultant covenants that it will provide its Services pursuant to this Contract in a diligent and workmanlike manner, with regard to the best interests of IDRC, and warrants that its personnel possess the skill and experience necessary to the satisfactory performance of the Services.

A6. TAXES

IDRC is subject to applicable commodity and other tax legislation and regulations in Canada and is generally not exempt from paying HST/GST on goods and services it procures, unless otherwise specified in the Contract. Additionally, IDRC is subject to applicable tax legislation and regulations in force in the countries where its regional offices are located.

IDRC will **withhold** and remit to the Canada Revenue Agency (CRA), **15% of fees and non-exempt travel expenses of non-Canadian resident** Consultants performing work in Canada unless the Consultant provides to IDRC a Contract-specific waiver from the CRA. Such funds can be reclaimed by the Consultant from the CRA or from their own governments, as the case may be. Non-Canadian resident Consultants that are travelling to Canada to perform work can contact the CRA to obtain additional information about the current regulations and waivers. The main CRA website can be found at <http://www.cra-arc.gc.ca>.

A7. INVOICES

Invoice requirements are noted in the **Invoices section** of the **Specific Terms and Conditions of the Contract**.

A8. PAYMENTS

Conditions precedent for payment are noted in the **Payments section** of the **Specific Terms and Conditions of the Contract**.

A9. TERMINATION

Termination for Cause: In addition to or in lieu of any other remedies that IDRC has in law or in equity, IDRC may terminate this Contract immediately without notice in the event:

- a) The Consultant breaches any material term of this Contract, and fails to remedy such breach within thirty (30) calendar days of receiving notice to do so by IDRC.
- b) IDRC, in its sole discretion, determines that the Consultant made a misrepresentation during the process of selection.
- c) The Consultant:
 - i. ceases to carry on business,
 - ii. 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
 - iii. 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.

Termination without Cause: IDRC may at any time by notice in writing suspend the work of the Consultant or any part thereof. This Contract may be terminated in its entirety or in part by IDRC upon written notice. On such termination or suspension, the Consultant shall have no claim for damages, compensation, or loss of profit against IDRC except payment for Services performed and Deliverables submitted up to the date of notice of such suspension or termination, or completed thereafter in accordance with the notice.

A10. INSURANCE

The Consultant is responsible for taking out at its own expense any insurance deemed necessary while executing this Contract.

If the Consultant will be working on-site at IDRC, the Consultant shall maintain during the term of this Contract, Commercial General Liability insurance in the amount of not less than CAD 5,000,000.00 inclusive per occurrence, with IDRC named as “additional insured”, unless otherwise specified in the Contract.

Upon the request of IDRC, the Consultant shall provide the **insurer’s certificate**.

A11. USE OF IDRC PROPERTY

Access to Information Systems and Electronic Communication Networks: During the course of this Contract, the Consultant may be provided with access to IDRC information systems and electronic communication networks. The Consultant, on behalf of its/his/her employees, subcontractors and representatives, agrees to abide by IDRC policies concerning use of such information systems and networks. IDRC 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.

Access to IDRC Premises: The parties agree that reasonable access to IDRC’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 IDRC. The Consultant agrees to observe all IDRC security requirements and measures in effect at IDRC’s premises to which access is granted by this 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 IDRC.

A13. RELATIONSHIP WITH IDRC

Nothing in this Contract 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 IDRC, or to bind IDRC 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 IDRC. The Consultant shall be responsible for all matters related to it or its employees 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 IDRC in respect of any such remittances which may be subsequently required by the relevant authorities, together with any related interest or penalties which IDRC may be required to pay.

A14. CONFIDENTIALITY OF INFORMATION

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

Exclusions from Nondisclosure and Non-use Obligations: The Consultant's obligations under the preceding subsection with respect to any portion of the Confidential Information shall terminate when the Consultant can document that:

- a) it was in the public domain at or subsequent to the time it was communicated to the Consultant by IDRC through no fault of the Consultant;
- b) 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 IDRC; or
- c) it was developed by the Consultant, its employees or agents independently of and without reference to any information communicated to the Consultant by IDRC.

A disclosure of Confidential Information (1) in response to a valid order by a court or other governmental body, (2) otherwise required by law, or (3) 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 IDRC to seek a protective order or otherwise prevent such disclosure.

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

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

This section shall survive the termination of this Contract.

A15. ASSIGNMENT OF COPYRIGHT AND WAIVER OF MORAL RIGHTS

In consideration of the fees paid, the Consultant, its employees, subcontractors, successors and assignees expressly agree to assign to IDRC any copyright arising from the Deliverables. The Consultant hereby agrees to waive in favour of IDRC any moral rights in the Deliverables. The Consultant shall secure any additional waivers of moral rights in the works in favour of IDRC, from personnel and subcontractors, as appropriate.

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

A16. PATENT, TRADE MARK, TRADE SECRET AND COPYRIGHT INFRINGEMENT

The Consultant covenants that no Services or Deliverables to be provided to IDRC under this Contract 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 Deliverables provided pursuant to this Contract 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 Deliverables by IDRC.

The Consultant agrees to indemnify and hold IDRC harmless from and against any and all damages, costs, and expenses (including court costs and reasonable legal fees) incurred by IDRC 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 IDRC has a liability in this regard.

This section will survive termination of the Contract.

A17. 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 Services and Deliverables being contemplated by this Contract.

The Consultant 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 IDRC 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.

A18. COMPLIANCE WITH LAWS

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). IDRC 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.

A19. GOVERNING LAW

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.

A20. 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.

A21. 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.

A22. FORCE MAJEURE

Neither party shall be in default by reason of its delay or failure to perform its obligations by reason of strikes, lockout or other labour disputes (whether or not involving the party's employees), floods, riots, fires, acts of war or terrorism, explosions, travel advisories or any other cause beyond the party's reasonable control. Each party will use its best efforts to anticipate such delays and failures, and to devise means to eliminate or minimize them.

A23. NOTICES

Any notices, requests, or demands or other communication relating to this Contract shall be in writing and may be given by: 1. hand delivery, 2. commercial courier, 3. facsimile, 4. registered mail, postage prepaid, or, 5. electronic mail.

Any notice so sent shall be deemed received as follows: 1. if hand delivered, on delivery, 2. if by commercial courier, on delivery, 3. if by registered mail, three (3) business days after so mailing, or, 4. if by facsimile or electronic e-mail, on the date sent. The initial address and facsimile number for notice are set out in this Contract and may be changed by notice hereunder.

A24. REVIEW AND AUDIT

The Consultant agrees, if IDRC so requests at any time up to two (2) 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 IDRC reasonable access to all financial records relating to the Services and Deliverables to permit IDRC to audit the use of its funds. This shall include books of account, banking records and, in the case of individuals, credit card statements.

This section will survive termination of the Contract.

A25. 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.

ATTACHMENT B – Travel and Travel Expenses

GENERAL

B1.1 Travel Expenses

IDRC agrees to pay the **travel expenses** detailed in this **Attachment** incurred by the Consultant only when the travel expenses are *directly* related to the purposes for which the Consultant is engaged.

B1.2 Travel Approval

All travel requirements must be pre-approved in writing with IDRC's **Project Authority**.

B1.3 Arrangements for visas, passports, immunization, and prophylaxis medication are the responsibility of the Consultant. **Costs** associated with these items are also the responsibility of the Consultant.

B1.4 Travel Insurance, Personal Safety and Health

The Consultant retained by IDRC is responsible for the **cost of any insurance** he/she may wish to have in connection with travel undertaken in fulfilment of his/her commitments to this Contract. This applies to all types of insurance including, but not limited to, insurance in respect of death, bodily injury, permanent disability, medical, hospitalization, and evacuation

IDRC's designated 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 IDRC's designated travel agency shall be at the expense of the Consultant.

Upon the request of IDRC, the Consultant shall provide IDRC with an **insurer's certificate**.

The Consultant has the exclusive responsibility for maintaining **personal safety and good health** during the period of this Contract. IDRC strongly suggests that the Consultant 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 Consultant to seek information and advice from any other reliable sources.

Should travel not be advised by the authorities, the Consultant must immediately upon making that determination advise the IDRC Representatives who will, at IDRC's discretion, either terminate the Contract, or with the Consultant's agreement, defer performance until the restrictions on travel are removed, or propose an alternative work plan for the Consultant's agreement.

IDRC also strongly suggests 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. IDRC especially recommends that:

- A Travel Medicine Clinic be consulted if possible; and
- Health and accident insurance, including coverage for emergency evacuation, be obtained.

Traveller's health information is available in the public domain, including from 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.

B1.5 Air Travel Booking Process

The Consultant must travel **economy class** by the most direct and economical routing. The Consultant is free to reroute or upgrade, where possible, at his or her own expense and settle any additional cost directly with the airline after the ticket has been purchased.

B1.6 Hotel Booking Process

The Consultant pays the hotels directly (reference **section B2.2**).

B1.7 Travel Time

The **Consultant will not charge fees for travel time** to and from any work site, for any purpose. Cost of such time will be the sole responsibility of the Consultant.

TRANSPORTATION AND LIVING Allowance Expenses

IDRC agrees to cover the following transportation and living expenses provided in the tables below, to a maximum of **CAD <insert subtotal>** .

Amounts and rates noted in this section do not include the Canadian HST 13% tax, which is extra.

B2.1. Travel Expenses-Transportation

-Rates are per person.

-Amounts and rates noted in this section do not include the Canadian HST 13% tax, which is extra.

Transportation Travel Expense Description	Arranged by	Rate	Receipts required with invoice
Air or Rail travel (Economy Class)	Consultant		n/a
to be included on invoices			

B2.2. Travel Expenses-Living Allowance

-Rates are per person.

-Amounts and rates noted in this section do not include the Canadian HST 13% tax, which is extra.

Living Allowance Travel Expense Description	Arranged by	Rate	Receipts required with invoice
Daily Living Allowance This living allowance covers the cost of accommodations, meals, laundry, local telephone calls, and gratuities.	Consultant (note section)	As per IDRC all-inclusive per-diems	No

Living Allowance Travel Expense Description	Arranged by	Rate	Receipts required with invoice
Include Link: https://idrc.ca/sites/default/files/2022-04/NON%20STAFF%20Per%20diem%20Tables%20April%2015%202022.pdf **to be included on invoices**	B1.6 re: hotels)		