



IDRC · CRDI

International Development Research Centre
Centre de recherches pour le développement international

REQUEST FOR PROPOSAL (“RFP”)

RFP #: 22230011	RFP Title: Global Partnership for Education Knowledge & Innovation Exchange (KIX) Terms of Reference for the KIX Knowledge Synthesis on Educational Options for Out of School Children
Issue Date: Monday, September 12, 2022	Close Date & Time: Friday, October 7, 2022 at 11:00 a.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 the support of a consultant to identify the most important themes, plus the best methods, process and approach to synthesize emerging findings from four KIX-funded projects on educational options for children and youth who are out of school and at risk of dropping out, where requirements are described in section 2, the Statement of Work (“Services”).

Successful awarding of this contract will exclude the awardee from submitting proposals to undertake any further work as a result of this assessment.

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	October 2022
Commencement of Services	October 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 Global Partnership for Education Knowledge and Innovation Exchange (KIX) is a joint endeavor between the Global Partnership for Education (GPE) and the International Development Research Centre (IDRC) to connect expertise, innovation and knowledge to help developing countries build stronger education systems and accelerate progress toward the Sustainable Development Goal on education (SDG 4). The program aims to respond to education challenges and strengthen education systems in over 70 countries across sub-Saharan Africa, the MENA region, Asia, Europe, and Latin America & the Caribbean. Launched in 2019, KIX is a 5-year, CAD \$103 million initiative that funds 40 applied research projects focused on key challenges facing education systems across the Global South, as identified through four regional hubs.

Now that the projects are underway, KIX is planning the synthesis of findings that are, or will emerge across KIX-funded projects. KIX seeks to synthesize emerging evidence on scaling education innovations in the Global South to identify and address knowledge and capacity gaps that continue to undermine education systems in developing countries.

KIX requires the support of a consultant to identify the most important themes, plus the best methods, process and approach to synthesize emerging findings from four KIX-funded projects on educational options for children and youth who are out of school and at risk of dropping out. The consultant would work closely with the KIX staff to implement the plan and write up the synthesis around this theme. This is one of multiple synthesis activities KIX is pursuing.

2.2 OBJECTIVES

The main objectives of this project are to:

1. Work with KIX staff and grant recipients to design and implement a plan for KIX to synthesize evidence and insights on educational options for children who are out of school and at risk of dropping out.
2. Implement the synthesis plan, in close collaboration with KIX staff and grant recipients.
3. Identify how best to package the evidence and insights from the synthesis to benefit key audiences listed below.
4. Generate resources to support KIX with the implementation of its synthesis activities (i.e. reports, policy recommendations, dissemination plan, etc.)

2.3 KIX KEY AUDIENCES

The following list represents the key stakeholders that are the target audiences for the results of KIX’ knowledge synthesis:

Primary audience	Description
National representatives of GPE partner countries	GPE provides technical and financial assistance to over <u>70 developing countries</u> . This user group consists of leaders in education systems, such as government ministries. In the larger KIX program, national

	representatives help define priorities for KIX funding; participate in KIX projects and use the knowledge, evidence and innovation KIX produces across the sector planning cycle.
Secondary audience	Description
Local Education Group (LEGs)	LEGs are education aid coordination and policy dialogue groups that seek to improve education in developing country partner constituencies. “LEG” generally consists of representatives from international and national civil society organizations, development partners (i.e. donors), other government ministries, and actors such as teacher unions.
International (multilateral) organizations	International organizations play a pivotal role in implementing education programs, supervising grant agreements and the disbursement of funds.
Donors	Donors provide financial and technical assistance to help developing country partners as they design and implement their education strategies.
Philanthropic Organizations	Philanthropic organizations provide a unique blend of strategic, technical and financial support in support of innovations to achieve better results in developing countries.
Research Institutions	Think tanks, universities, NGOs that perform research on innovations and policies in the education sector
Private Sector Companies	The private sector has specialized expertise, resources and networks to tackle some of the most urgent problems facing education systems in developing countries.
District-level Education Managers and schools	District-level Education Leaders and schools play critical roles and have the power to adopt and implement educational options to reach out to children out of school and at risk of dropping out.
Parents and Community Leaders	Parents and community leaders’ support will be key to getting and keeping children in school.

2.4 DESCRIPTION AND SCOPE OF WORK

2.4.1 Project Scope

In Scope:

The scope of work will be divided into 3 phases:

Phase I - Take stock of the results: In Phase I, the consultant will undertake a scan of the evidence and trends available on OOSC in GPE partner countries to identify how evidence from KIX can contribute to the wider international dialogue on this topic. During this phase, the consultant will study the KIX OOSC projects by reading project documents and conducting key informant interviews with KIX staff and the principal investigators of the KIX-funded projects that focus on OOSC. During this exploratory scan the consultant will build on the initial synthesis planning work completed by the KIX team, lessons learned from past IDRC programs that have undertaken a similar synthesis and from there identify an effective approach and process to synthesize

information from KIX projects on this theme. This phase will also involve a mapping of the target uses and users of the synthesis. Following the exploratory and planning phase, KIX should have in place a comprehensive plan by which to implement the synthesis activities and a better understanding of the level of effort and resources required to undertake this activity.

Phase II - Implementation: During this phase, the consultant will work with a dedicated KIX team member to undertake to co-create the synthesis products (such as synthesis reports or briefs). The consultant will need to analyse the findings that have emerged across the KIX-funded projects that focus on OOSC and synthesize the findings and insights. This phase may require the consultant to undertake activities such as data collection, document review, additional key informant interviews, data analysis and other synthesis activities (i.e. surveys, report writing, editing, etc.). During this phase, the KIX Team will start making decisions about how the final synthesis products will be packaged for its intended audiences.

Phase III – Packaging, quality control, and dissemination: By this phase of the synthesis activities, the consultant should, in collaboration with the KIX Team start planning out how to package and deliver the results of the synthesis. In past IDRC teams, synthesis products have included 4-page synthesis briefs, a series of synthesis reports, and recorded presentations on the results, among others. During this phase, the consultant will develop a dissemination plan in consultation with the KIX Team.

The communications preferences of the key audiences should lead the development of the final synthesis products and the channels through which these products are disseminated. Small sub-contracts with editors and graphic designers will likely need to be established to enhance the presentation of the final outputs. Depending on the main languages used in the program, there will need to be sufficient time budgeted to translate the final products and to assess the quality of the translations, so they are accessible to a wider audience.

Given that the projects that will take part in this synthesis will complete their projects in December 2023, the final synthesis products will need to be updated to reflect final findings prior to dissemination. Once the final synthesis products are complete, the KIX Team supported by the consultant will implement the dissemination plan.

2.4.2 Required Knowledge and Skills of the Consultant

The consultant should demonstrate skills and experience in the following areas:

Research and Analysis

- Strong research and analytical skills.
- Proven data analysis skills.
- Proven experience synthesizing evidence on international education.

Knowledge of OOSC and international education:

- Excellent knowledge of the challenges and educational options for children and youth who are out of school.
- Proven experience working with stakeholders in low- and middle-income countries on the topic of international education.

Advisory

- Demonstrated experience undertaking scoping studies for multi-million-dollar initiatives.
- Recognized experience providing recommendations on complex synthesis projects.

Language

- Strong written and spoken communication skills in English and French.
- A working proficiency in Spanish is an asset.

2.4.3 Timeline and Deliverables

The timeline for this project is the following:

- Phase I: Stock taking on KIX Out of School Children Projects and the Landscape - Deliverable is a comprehensive synthesis plan: **November 2022 – January 2023**
- Phase III: Implementation (Synthesis activities, report and identification of product types) **February 2023 - October 2023**
- Phase III: Packaging and Dissemination (Final synthesis products and Dissemination plan) complete: **November 2023 - January 2024**

2.4.4 Project Budget

A maximum budget of \$50,000 CAD will be attributed to this project. Additional synthesis activities and events may be directly supported by the KIX program, in addition to this budget.

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.

Travel is not expected to be required by the Proponent.

2.7 PERIOD OF A RESULTING CONTRACT

A resulting Contract is expected to commence October 2022 and conclude by January 2024.

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*

As stated in in **Section 4.6 Response to the Statement of Work**, the Proponent **must provide detailed information relative to each mandatory requirement**. Indicate in the table, where in the Proponent's Proposal

Mandatory Requirements in Response to the Statement of Work:

#	Mandatory Requirements	Compliant (yes or no)	Response
M1.	Experience The Proponent shall provide a brief description of the Proponents experience.		
M2.	Overall Approach - Outline The Proponent shall provide a description of the overall approach and motivation to undertake this project.		
M3.	Workplan The Proponent shall include a detailed workplan and explanation of how they intend to fulfill the scope of work.		
M4.	Services The Proponent shall provide a description of the services to be provided.		
M5.	All Proposed Resources - CV The Proponent shall include an up-to-date bio of CV <i>proposed resource</i> . (CV's can be included in a separate annex)		

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
"	Conformity	30		
"	Feasibility	30		
"	Knowledge and Skills	30		
	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
Conformity	<p>How well does the proposal respond to the terms of reference (TORs) drafted by KIX?</p> <ul style="list-style-type: none"> Does the proposal include all of the required submission documents? Do the proposed deliverables reflect the scope of work and deliverables required in the TORs? Does the timeline conform to the requirements of the TORs? Do the number of deliverables to be produced conform to what is asked in the TORs? Otherwise, is what is proposed relevant? 	30	

Feasibility	Will the approach proposed by the Proponent address and fulfill the project's purpose and scope of work? <ul style="list-style-type: none"> Is the proposed timeline/work plan realistic and sufficient to complete the project? How much flexibility does the proponent demonstrate to adapt to the scope of work? 	30	
Knowledge & Skills	How well do the skills and knowledge of the Proponent align with skills and knowledge required in the TORs? <ul style="list-style-type: none"> Does the Proponent's experience align with the experience required in the TORs? Does the Proponent effectively explain their relevant experience and demonstrate how their experience will enable them to undertake the project? 	30	

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 and travel	5		
	Is the budget within the limit of 50K CAD? Did the Proponent consider all the elements (interviews with key personnel, time, potential travel, etc.)? Is the budget realistic?	5		
	Total %	10		

3.2.5. Step 4 - Final Score

Scores for the shortlisted Proponents' 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 including 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 and be no more than 5 pages*.

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
<p>a. The Proponent is to state the assumptions underlying its financial proposal.</p>
<p>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.</p> <p>If the Proponent will not be charging IDRC taxes, an explanation should be provided. See the Notes below for more details on taxes.</p>
<p>c. All prices must include a detailed breakdown capturing the time and resources required to undertake the work and 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.</p> <p>If quoting travel please include on a separate line and broken down by airfare and per-diems. IDRC will pay airfare at economy class and per-diems are per IDRC published rates.</p>
<p>d. The Proponent shall propose an invoicing schedule if other than providing one (1) invoice upon completion of all Services.</p> <p><i>Important Note:</i> IDRC's payment terms are NET 30 and IDRC will make no advance on fees.</p>

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 Monday, September 19, 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 # 22230011 - Global Partnership for Education Knowledge & Innovation Exchange (KIX) Terms of Reference for the KIX Knowledge Synthesis on Educational Options for Out of School Children**”.

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 # 22230011 - Global Partnership for Education Knowledge & Innovation Exchange (KIX) Terms of Reference for the KIX Knowledge Synthesis on Educational Options for Out of School Children**” 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

1. Anti-terrorism and compliance with global sanctions

The Consultant will use reasonable efforts to ensure that Fees are not used for the purpose of any payment to persons or entities, or for the import of good, if such payment or import, to the Consultant's knowledge or belief, is prohibited by a resolution, action, or decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, and are not diverted to terrorists or their agents.

2. GPE Misuse of GPE Trust Funds Protocol

"Misuse" means any use of fees or other property for the purpose other than for which they were approved and any or all of the following practices:

Corruption: offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party.

Fraud: any act or omission, including the misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

Coercion: impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

Collusion: an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

Obstruction: deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation.

The Centre is obligated to follow the Global Partnership for Education (“GPE”) Policy and Communications Protocol on Misuse of GPE Trust Funds as amended from time to time (the “Protocol”). Accordingly, and notwithstanding section 14 of this Agreement “Confidentiality of Information”, the Consultant:

agrees that the Centre is authorized to communicate any credible allegations of Misuse to the Secretariat and/or Board of the GPE, the developing country government in which the Work is taking place, and any donors active within that country;

understands and acknowledges that the Centre takes no responsibility for how the third parties to whom this disclosure is made use or further disclose the information;

acknowledges that the Board of the GPE may issue a public statement about the Misuse and that such decision is within the discretion of the Board of the GPE.

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

IDRC

By: _____
Signed

By: _____
Signed

Printed Name

Printed Name

Title	Title
_____	_____
Date	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.