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International Development Research Centre
Centre de recherches pour le développement international

REQUEST FOR PROPOSAL (“RFP”)

RFP #: 22230022	RFP Title: Evaluation of the Applied Research Portfolio of the Knowledge and Innovation Exchange
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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 to conduct an evaluation of the applied research portfolio of the Global Partner for Education (GPE) Knowledge and Innovation Exchange (KIX), 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
Commencement of Services	April, 2023

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

KIX is a joint endeavor between GPE and IDRC which connects expertise, innovation, and knowledge to help countries build stronger education systems and accelerate progress toward SDG 4. Launched in 2019, KIX is the largest fund dedicated solely to bridging the knowledge gaps that undermine education systems in 70 GPE partner countries.

Adopting a demand-driven approach, KIX consists of two mechanisms: knowledge exchange and applied research. The purpose of the knowledge exchange—which is facilitated by regional learning partners operating four regional hubs across Africa, Latin America and the Caribbean, and Europe, Asia and the Pacific—is to create space for GPE partner countries to share information, innovation, and best practices among themselves and to mobilize existing evidence, including that coming out of KIX applied research projects. The purpose of the applied research—which is implemented through over 40 projects—is to generate evidence in support of scaling the impact of innovations that address the education priorities of GPE partner countries. In addition to these applied research grants, KIX funds research on scaling the impact of innovations in education (ROSIE), the purpose of which is to support the scaling efforts of KIX grantees and to generate scaling-related learnings across them. (By scaling research, we mean building knowledge about innovations relevant to priorities of GPE partner countries and how their positive impacts can be scaled; strengthening capacities to use this knowledge and innovations for education improvement, and disseminating knowledge in and across education systems for policy and practice development and implementation.)

In 2021-2022, IDRC and GPE commissioned an independent mid-term evaluation of KIX, the purpose of which was to provide GPE and IDRC boards with information to inform their decisions regarding refinancing and to provide the KIX implementation team with actionable insights to improve their current implementation efforts along with any future adaptations. While the evaluation examined both mechanisms of KIX, it focused mostly on the knowledge exchange mechanism as some applied research projects were only two years into their implementation and others had just started. Now that the projects are entering the final year of their activities and KIX is preparing to initiate new calls for applied research proposals as part of its extension, IDRC would like to conduct a targeted evaluation of its applied research portfolio in order to capture key lessons and use them to inform and improve the implementation of future KIX projects.

IDRC envisions a phased approach to evaluating the applied research portfolio. The first phase, which will take place in the first half of 2023, will focus on the efforts of IDRC to support the implementation of the applied research portfolio. This phase could take the form of a facilitated reflection between the KIX implementation team and the evaluators, with input from grantees. The second phase, from the second half of 2023 to early 2024, will focus on examining the implementation and results of KIX applied research grantees, who will be completing their projects in the fall and winter of 2023. IDRC envisions evaluators having separate samples of applied research projects to answer questions as part of each evaluation phase. This approach will allow the evaluators to engage a diverse set of projects and will also reduce the burdens of the evaluation process on them (e.g., participating in multiple interviews, completing multiple surveys).

2.2 EVALUATION PURPOSE

The primary purposes of the evaluation are to:

- Assess the implementation and results of the KIX applied research portfolio.
- Document lessons and produce actionable insights to inform the support and implementation of new applied research projects as part of the KIX extension.

2.3 EVALUATION FOCUS

To fulfill these evaluation purposes, IDRC envisions the evaluators—using a phased approach—to pursue two main lines of inquiry, with a focus on the effectiveness and impact of the KIX applied research portfolio. In addition to providing responses to the questions listed below, IDRC expects the evaluators to draw on the findings to generate lessons and actionable insights to inform the support and implementation of new applied research projects as part of the KIX extension, including the recommendations grantees have about how IDRC can better support their activities.

Phase 1 questions (support and implementation of the applied research portfolio by IDRC):

What were key strengths and challenges in supporting the implementation of the applied research portfolio?

We envision that answers to this main question will be informed by examining the following sub-questions:

- How well has IDRC helped to shape and supported the implementation of applied research projects—including technical support for high-quality scaling research, the integration of gender equality, equity and inclusion in research, knowledge mobilization, monitoring, evaluation and learning, and financial administration—during the inception phase and throughout their implementation?
- How well has ROSIE supported the scaling efforts of applied research projects?
- How well has IDRC supported interaction between applied research and knowledge exchange mechanisms and among applied research projects?

Phase 2 questions (implementation and results of applied research projects):

What were key successes and challenges of applied research projects in conducting scaling research, facilitating capacity strengthening, undertaking knowledge mobilization, integrating GEI in their work, and achieving intended results?

We envision that answers to this main question will be informed by examining the following sub-questions:

- How well have applied research projects developed and implemented research in support of scaling the impact of education innovations, including knowledge generation, capacity strengthening of project relevant stakeholders, and knowledge mobilization?
- To what extent and in what ways have applied research projects embedded issues of gender equality, equity, and inclusion in the research design and implementation, capacity strengthening, and knowledge mobilization?
- To what extent have applied research projects achieved their intended results and how they have contributed to KIX program-wide intermediate outcomes? To what extent are these results relevant and important to GPE partner countries?

IDRC expects the evaluators to consider in their analysis the diversity of contexts and organizations with which KIX engages. KIX supports applied research projects that are implemented across a diversity of contexts, including politically unstable and conflict-affected societies, and by a variety of organizations, ranging from local non-governmental organizations and universities to international non-governmental organizations. All of these affects their implementation and results and needs to be considered when answering the above questions and generating respective

lessons. Also, the evaluators should consider the effects of the COVID-19 pandemic on project support and implementation and results.

2.4 DESCRIPTION AND SCOPE OF WORK

2.4.1 Project Scope

In Scope:

IDRC envisions the evaluation being performed between April 2023 and March 2024 using the two-phased approach outlined in the introduction and project overview section. The evaluators will engage in an inception phase during which they will clarify and refine the evaluation questions proposed in the evaluation focus section. They will use these insights to produce an evaluation plan that will include a refined design of the evaluation, including data collection methods and tools, analytic approaches, and data analysis techniques.

IDRC envisions the evaluators collecting the primary data, as well as drawing on the existing data sources, as part of the evaluation process. Since the start of KIX activities, drawing on conceptual ideas of outcome mapping and outcome harvesting, IDRC has been collecting a wide range of quantitative and qualitative monitoring data that would be particularly useful in examining the results achieved by applied research grantees and the challenges they faced in implementing their projects. Some of the monitoring data sources include event, output and uptake logs, outcome cases, and interim and final technical reports.

An estimated timeline of key activities is provided in the table below with associated deliverables. The evaluators may suggest a revised schedule to align with their proposed evaluation strategy.

Timeline	Activity and deliverables
April 2023	Contracting and commencement of services
April-May 2023	Inception phase
Early May	Presentation of the draft evaluation design plan
End May	Deliverable: Final evaluation design plan
June 2023-February 2024	Implementation
June-August	Implementation of the evaluation phase 1, including data collection and analysis
Early September	Presentation of findings from the evaluation phase 1
End September	Draft report with findings from the evaluation phase 1
September-February	Implementation of the evaluation phase 2, including data collection and analysis
Early February	Presentation of findings from the evaluation phase 2
End February	Draft report with findings from the evaluation phase 2
End March	Final report, including an executive summary, with findings from evaluation phases 1 and 2 and the slide deck with findings

2.4.2 Primary Intended Users and Uses

The KIX implementation staff at IDRC are the primary intended users of this evaluation. They intend to take direct action on the findings provided through the evaluation. Specifically, they will use the findings to adapt and

improve the implementation and support of the applied research portfolio as part of the KIX extension. The evaluators are expected to understand and prioritize the learning needs of the primary intended users in their evaluation. There are other stakeholder groups that may have an interest in the evaluation findings but are not the primary intended users. These groups include, but are not limited to, the KIX executive committee, IDRC senior management, the GPE secretariat, and KIX applied research projects.

2.4.3 Evaluation Approach and Principals

IDRC expects the evaluators to follow a utilization-focused approach to evaluation. The emphasis should be on providing evaluative insights that are useful and credible to the primary intended users (KIX implementation staff) in a timely manner. As indicated in the evaluation focus section, KIX implementation staff require specific details about what did or did not work in the organization, implementation and support of the applied research portfolio; the extent to which applied research grantees achieved their objectives and KIX program-wide results, and what enabled or impeded the implementation of their projects. This information will allow the implementation staff to decide what needs to be retained, expanded or modified in implementing new applied research projects as part of the KIX extension and what can be done to help grantees to maximize the achievement of their objectives and results in the future.

When undertaking the study, the evaluators are expected to be impartial, produce a credible and useful evaluation for the primary intended users, follow transparent procedures and practices, adhere to the highest ethical principles, and pay attention to the issues of gender equality, equity and inclusion (GEI) in particular. KIX is committed to GEI and it should be upheld in the evaluation approach; that is, the evaluators must examine whether and how the work performed within KIX and its projects supports GEI. The evaluators are also expected to follow the principles outlined in *Evaluation at IDRC*.

2.4.4 Project

The anticipated budget for this work is up to a maximum of CAD 150,000 including all fees and expenses.

2.4.6 Proposal Expectations

Applicants should submit a proposal of no more than 5,000 words outlining the following:

- The applicant's understanding of evaluation purposes and focuses.
- Proposed evaluation approach and design in response to evaluation purposes and focuses.
- Potential challenges that the applicant foresees in implementing the evaluation and strategies for mitigating them.
- The applicant's relevant experience with evaluating research for development programs, particularly in educational contexts; their understanding of development contexts, including policy and implementation processes; and their experience with evaluating multi-country knowledge/research to policy programs, especially in low-capacity environments.
- Team composition and resources deemed necessary to successfully undertake the evaluation, including its governance structure and processes and the roles and responsibilities of the team members proposed. Please note that IDRC values diversity and inclusion. The evaluation team composition should reflect these values, at a minimum, by ensuring gender balance. Representation from GPE member countries is viewed as an asset. Relatedly, the team will need capacities in English, French and Spanish.
- Draft workplan and timeline with key deliverables.

- Proposed budget.
- Abridged CVs of team members with relevant experience.

Please note that the 5,000-word limit does not include a draft workplan, budget, abridged CVs, or any other appendices.

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 on April 2023 and conclude by March 31, 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.	The Proponent should outline their understanding of evaluation purposes and focusses.		
M2.	Overall Evaluation Approach - <i>Outline</i> The Proponent shall outline an approach and design in response to the evaluation purposes and focuses. Including any potential challenges that the applicant foresees in implementing the evaluation and strategies for mitigating them.		
M3.	Experience The Proponent shall provide understanding of the evaluation purpose and focuses. Including relevant experience with evaluating research for development contexts, including policy		

	and implementation processes; and their experience with evaluating multi-country knowledge/research to policy programs, especially in low-capacity environments.		
M4.	All Proposed Resources - CV Team Composition and resources deemed necessary to successfully undertake the evaluation. Including its governance structure and processes and the roles and responsibilities of the Team members proposed. The Proponent shall include an up-to-date bio of CV <i>proposed resource</i> . (CV's can be included in a separate annex)		
M5.	Workplan The Proponent shall include a detailed workplan and explanation of how they intend to fulfill the scope of work. Including timeline with key deliverables.		

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
"	Understanding of Evaluation Objectives	5		
"	Evaluation Design	50		
"	Team Experience and Composition	30		
"	Evaluation Administration	10		
	Total %	100		

*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:

EVALUATION CRITERIA		
Understanding of Evaluation Objectives		
1.	The Proponent has a clear understanding of the objectives and requirements of the evaluation	5
Evaluation design		
2.	The Proponent presents a robust and feasible design for undertaking the evaluation the aligns with its objectives, approaches and principles	30
3.	The Proponent clearly articulates GEI considerations in the design and implementing of the evaluation	10
4.	The Proponent understands the potential challenges of undertaking the evaluation and presents feasible mitigation strategies	10
Team experience and Composition		
5.	The Proponent has the relevant expertise and experience to successfully undertake the evaluation, including experience of evaluating research for development programs, particularly in educational contexts.	10
6.	The Proponent has sufficient time and appropriate human resources, including language abilities (English, French and Spanish), to successfully conduct the evaluation	10
7.	The team reflects a balance in gender and other types of diversity and inclusion (team members from GPE member countries will be viewed as an asset)	10
Evaluation Administration		
8.	The applicant presents a clear and feasible workplan	5
9.	The applicant has effective measures to manage the team and evaluation process	5

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

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	5		
	Total %	5		

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 and Rated Requirements
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** as part of their Technical Response (refer to section 4.6), that Indicates where in the Proponent's Proposal the response to each requirement can be found:

*Example:

Item #	Requirement	Rating	Response Location
B2.4.1	Lead Resource must be bilingual.	Mandatory	See page 3, heading "xxx", paragraphs 3 and 4.

C3.2.2	Demonstrate the qualifications of the Lead Resource.	Rated	See page 18, Appendix B, section B1.1
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*Hint: copy the tables

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 each **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.
<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 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, e.g.</p> <p>All prices must include a detailed breakdown and include at a minimum the following:</p> <ul style="list-style-type: none"> i. all inclusive daily rate applicable to proposed personnel who will do the work; ii. estimated total number of billable days to do the work; iii. estimated number of days to be spent in at IDRC's Ottawa office, if applicable.
<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>
<p>e. Although it is anticipated that travel requirements will be minimal, if required, all travel costs will be in line with IDRC's Travel Policy guidelines.</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 Tuesday, March 14, 2023, 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 #22230022 - Evaluation of the Applied Research Portfolio of the Knowledge and Innovation Exchange**”.

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 canadabuys.ca

Important note: Proponents must download all RFP documents directly from the Canada Buys website. IDRC will not distribute RFP documents that are posted on canadabuys.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 #22230022 - Evaluation of the Applied Research Portfolio of the Knowledge and Innovation Exchange**” 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 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 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 – _____
- 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.