

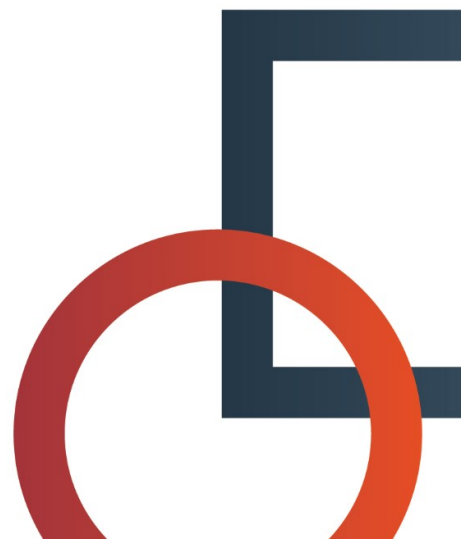


Request for proposal No: RFP: DOS 25-10-2024

Door-Opening and Appointment Setting Services in the US market

November 8, 2024

**Deadline for receipt of proposals:
December 3, 2024 at 5:00 PM EST (Eastern Standard Time)**



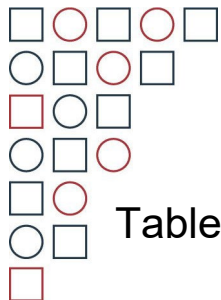
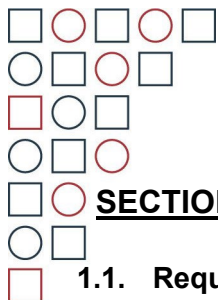


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SECTION 1.0 – OVERVIEW AND PROCEDURES

1.1. Request for Proposals – Service Notice

1.1.1. Nutrition International (NI), a non-profit agency dedicated to eliminating vitamin and mineral deficiencies worldwide, invites proposals from competent agencies to Door-Opening and Appointment Setting Services in the US market

1.2. Background

1.2.1. Nutrition International (NI) is an international not-for-profit organization dedicated to transforming the lives of vulnerable people, especially women, adolescent girls, and children, by improving their nutritional status.

1.2.2. This Request for Proposals (RFP) and particularly the Guidelines for Preparing Proposals that follow, are designed to help Respondents to produce proposals that are acceptable to NI, and to ensure that all proposals are given equal consideration. It is essential, therefore, that Respondents provide the complete information that is requested, and in the formats and on the terms specified.

1.3. RFP Timetable

1.3.1. The estimated schedule for the RFP and contract approval is as follows except for the Closing Date and Time, which is a Mandatory Requirement.

<i>Activity</i>	<i>Date Required</i>
<i>RFP available for distribution</i>	November 8, 2024
<i>Confirmation of intent to submit</i>	November 19, 2024
<i>Deadline for Receipt of Questions</i>	November 19, 2024
<i>Closing Date and Time</i>	December 3, 2024 5:00 PM EST
<i>Evaluation Process Completion</i>	December 17, 2024
<i>Recommendation and Selection</i>	January 7, 2025
<i>Projected Contract Award Date</i>	February 4, 2025

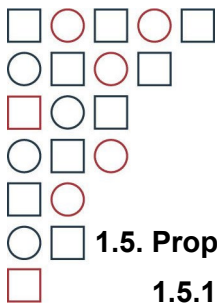
1.4. Proposal Communications

1.4.1. For the purpose of requesting information and clarification or for any other purpose relating to this RFP including the RFP process, proponents are to contact only the Contracting Authority for this RFP.

Correspondence via e-mail sent to: **proposals@nutritionintl.org**

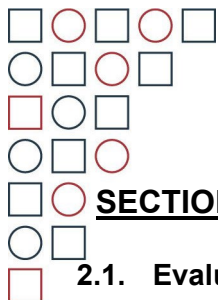
1.4.2. All communication concerning this RFP is to be in writing clearly marked with the name and title of the Contracting Authority and the number of this RFP. The request will specify the RFP section and page number as applicable.

1.4.3. All communication concerning this RFP is to be sent to the Contracting Authority by courier or hand delivery at the above noted address, by facsimile at the above noted facsimile number, or by e-mail at the above noted e-mail address. NI will not be responsible for the delivery of any communication. NI recommends the Proponent confirm receipt of all communications with the Contracting Authority.



1.5. Proposal Preparation and Submission Process

- 1.5.1. Questions from proponents**
- a) All inquiries regarding this RFP must be submitted in writing by the date specified in section 1.3.1
 - b) All questions posed and answers provided will be shared by email with all proponents and/or posted on the NI website without attribution.
- 1.5.2. Confirmation of intent to submit**
- a) Proponents will inform NI of their intention to submit a proposal in response to this RFP, by the date specified in section 1.3.1. Confirmation should be sent by email as per section 5.1.
- 1.5.3. Submission of Proposal**
- a) Proponents' complete Technical and Commercial Proposals must be received no later than the date and time specified in section 1.3.1.
 - b) Submissions must be sent electronically via email as per section 1.4.1.
 - c) All the attachments must be labeled and referenced corresponding to the document type and Annexes accordingly
 - d) Proposals must be clearly marked in the subject line as follows:
 - PROPONENT'S NAME: TECHNICAL PROPOSAL (RFP: DOS 25-10-2024)
 - PROPONENT'S NAME: COMMERCIAL PROPOSAL (RFP: DOS 25-10-2024)
 - e) Late proposals will not be accepted under any circumstances. Proposal submissions received after the deadline stated above will be disqualified.
- 1.5.4. Modifications and withdrawals**
- a) All modifications to proposals must be received by NI prior to the submission deadline. The proponent must clearly state the changes from the original proposal and indicate that the revised proposal supersedes the earlier version.
 - b) A proposal may be withdrawn by email by the proponent prior to the submission deadline.
 - c) Negligence on the part of the proponent confers no right for the withdrawal of the proposal after it has been opened.
 - d) Modifications and/or withdrawals of proposals must be sent by email as per section 1.4.1.



SECTION 2.0 – EVALUATION AND SELECTION

2.1. Evaluation and Selection Process

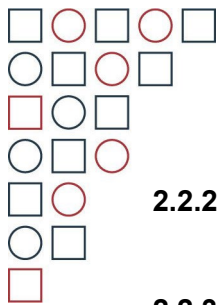
- 2.1.1.** The objective of the Evaluation and Selection Process is to identify the Proposal that effectively meets the requirements of this RFP and provides the best value to NI. A Proposal may be deemed non-compliant if it is not submitted in the requested format or if requested information is not submitted. All determinations are made at the sole discretion of NI.
- 2.1.2.** Following criteria will be adopted to short list the proposals and identify suitable agencies for the services. Out of the total scores 70% of weighting will be assigned to technical and 30% to the commercial proposal.

Scoring of Proposals:		
SL No.	Assessment Category: Technical Proposal	Relative scores
1	Qualification of Firm (A)	
1.a.	Consultant/Firm’s previous experience on undertaking similar assignments within the US market	30
1.b.	Availability of adequate and skilled (education and work experience) team members for carrying out the assignment, including reasonable timelines	30
1.c.	Demonstrated ability, through proposal, to fulfill the objectives of the proposal	40
2	Total Score - Technical Proposal	100
3	Overall weight – Technical:	70%
4	Assessment Category: Commercial Proposal	
4.a.	Demonstrated consideration of all potential expenses (i.e. no major omissions), A billing method, modality, or schedule should be proposed (see Annex B).	40
4.b.	Reasonable cost estimate for each of the activities	40
4.c.	Reasonable cost estimate for consultant/firm’s administrative & indirect costs	20
5	Total Score - Commercial Proposal	100
6	Overall weight – Commercial:	30%
7	Total Weighted Score (Technical & Commercial)-maximum possible:	100

2.2. The Evaluation Stages:

- Stage 1: Review of Mandatory Requirements
- Stage 2: Review of Technical Proposal
- Stage 3: Review of Commercial Proposal
- Stage 4: Overall Ranking and Final Selection

- 2.2.1.** Review of Mandatory Requirements, in section 3 - Each proposal first will be evaluated for completeness of the submission. Failure to comply with any of the terms and conditions contained in the RFP including, but not limited to, failure to provide all the required information or documentation, may result in disqualification.



- 2.2.2.** Once confirmed that the proponent has met the mandatory submission requirements of the RFP, Technical Proposal will be evaluated by NI based on their compliance with the requirements set out in Section 4.1 of this RFP.
- 2.2.3.** Commercial Proposals will be evaluated based on their compliance with the requirements as set out in Section 4.2 of this RFP. Evaluation considerations include but are not limited to:
 - a)** competitiveness of pricing;
 - b)** compatibility of delivery schedule with needs;
 - c)** prior performance (for previously contracted proponents);
 - d)** risk assessment and identification; and
 - e)** managerial and financial ability to complete the tasks set out in the RFP.
- 2.2.4.** Proponents may be requested to correct errors or inconsistencies identified by NI during the proposal evaluation process. Proponents that do not comply with such requests within the timeframe communicated will be disqualified.
- 2.2.5.** All the terms and conditions of this RFP and its Annex, including the proponent's response to this RFP will form a part of the award unless otherwise negotiated. The proponent understands that if it proposes an amendment or additional terms to the award, these must be clearly detailed in the proposal and may affect the evaluation of the proposal.
- 2.2.6.** Notification: All proponents will be notified of the outcomes of the tender process via email by the date specified in section 1.3.1.

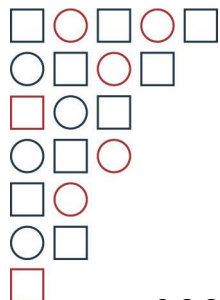
SECTION 3.0 – MANDATORY SUBMISSION REQUIREMENTS

3.1. Mandatory Requirements

- 3.1.1.** Mandatory Requirements must be met by all Proponents, failing which their Proposals will be disqualified. Where requested, the Proponent must demonstrate compliance to the Mandatory Requirement or submit the substantiating information requested.

3.2. Preparation of Proposals

- 3.2.1.** In response to this RFP, proponents will prepare proposals composed of two proposals: a) a Technical Proposal in accordance with the requirements as stated in Section 4.1 of this RFP; a Commercial proposal, in accordance with the requirements as stated in Section 4.2 of this RFP.
- 3.2.2.** All proposals and required documentation must be provided in English.
- 3.2.3.** Proponents must indicate the validity period of their proposals. Proposal must be valid at least 60 days from the submission deadline.
- 3.2.4.** Proponents are responsible for all costs associated with proposal preparation and submission.
- 3.2.5.** Where any certifications submitted as part of this RFP expire before or during the period of the award, the proponent will be required to submit renewed certificates. Any costs associated with this will be borne by the proponent.
- 3.2.6.** Proponents must disclose any circumstances, including personal, financial, and business activities that will or might give rise to a conflict of interest. This disclosure must extend to all personnel proposed to undertake the work should the proponent receive an award. Where proponents identify any potential conflicts, they must state how they intend to avoid any impact arising from such conflicts.
- 3.2.7.** Proponents must disclose if they are or have been the subject of any proceedings or other arrangements relating to bankruptcy, insolvency, or the financial standing of the proponent



including, but not limited to, the appointment of any officer such as a receiver in relation to the proponent's personal or business matters or an arrangement with creditors or of any other similar proceedings.

3.2.8. Proponents must disclose if the company or key management have been convicted of, or are the subject of any proceedings relating to a criminal offence or other offence, a serious offence involving the activities of a criminal organization, found by any regulator or professional body to have committed professional misconduct; corruption including the offer or receipt of any inducement of any kind in relation to obtaining any contract with NI, or any other contracting body or authority; failure to fulfill any obligations in any jurisdiction relating to the payment of taxes.

3.2.9. The Mandatory documents submitted for this RFP are:

- Complete Technical Proposal as per section 4.1.
- Complete Commercial Proposal as per section 4.2.

SECTION 4.0 – TECHNICAL AND COMMERCIAL REQUIREMENTS

4.1. Technical Proposal Requirements

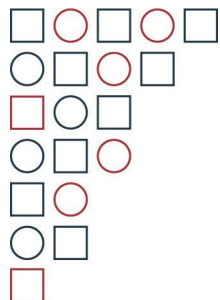
4.1.1. Letter of offer

Proponents are required to submit a letter of offer (using the template in Annex C) expressing:

- a) Interest in participating in the RFP
- b) Confirming that all information submitted is true and correct,
- c) The proponent meets the technical requirements for this RFP, and can adhere to the timeline of the Work Plan.
- d) The proposal (Technical and Commercial) has been arrived at independently and without consultation, communication, agreement or understanding (for the purpose of restricting competition) with any other Respondent to or recipient of this RFP from the NI.
- e) all the financial information submitted in the proposal is true and correct
- f) Any required disclosures or conflicting interests have been fully described in the proposal
- g) Personnel named in the proposal are aware of this proposal and will be available to undertake the services during the proposed time period
- h) The person submitting has authority for the agency to submit this proposal and to clarify any details on its behalf.

4.1.2. Required Qualifications of the consultant/firm

- a) Deep knowledge of the US-based private sector market.
- b) Demonstrated network and/or presence within the US market
- c) Proven track record of successfully raising funds from private donors (ultra-high-net-worth individuals [UHNWIs], private foundations, and corporations) for non-profit organizations. Experience with international non-profits and/or non-profits in health preferred.
- d) Proven experience in business development, sales, or lead generation, preferably in the non-profit sector.
- e) Proven experience with prospecting, sales messaging, objection handling and appointment setting with decision-makers.
- f) Proven track record of successfully engaging with executives and building long-term strategic relationships.



- g) Exceptional communication and interpersonal skills, with the ability to influence and build trust with executives.
- h) Consultants or firms who work as part of a multidisciplinary team to achieve the objectives is preferred.

4.1.3. Technical concept note (maximum 5-7 pages)

- a) Based directly on the required activities and deliverables outlined in Annex A – Project Description

4.1.4. Team qualifications (maximum 3-5 pages)

- a) Related experience in implementing similar projects related to Door-Opening and Appointment Setting Services in the US market.
- b) Details of existing staff in a matrix format

4.1.5. Work Plan with all required activities (assume contract will commence 2 weeks after selection): kick-off and planning meeting, Any key activities as determined in the proposal (possibly including: preliminary prospecting and research, preparing key messages, conducting strategic outreach and securing meetings with qualified prospects).

4.2. Commercial Proposal Requirements

4.2.1. Required Documents

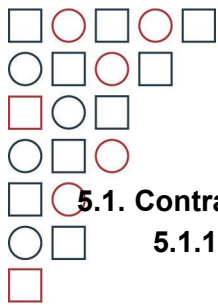
The following documents must be submitted along with the proposal documents. Failure to do so may result in proposal disqualification.

- a) Audited financial Statements for the previous Fiscal year
- b) Legal corporate registration or any similar official documentation that shows the full corporate name, corporate status, jurisdiction, and date of registration
- c) References - Provide 3 current customer references, listing customer, phone number, contact person, contact's e-mail and a description of the product or service provided.
- d) Completed and signed NI Vendor Registration Form.

4.2.2. Pricing

- a) Expected budget for accomplishing the complete work with sufficient details and justifications, in spreadsheet format (see suggested format in ANNEX B.)
Billing approach must be specified, use **one** of the following:
 - Time/billing approach (hourly/daily rates), or
 - Monthly fee structure, or
 - Fixed fee per deliverable.
- b) All amounts quoted must be in CAD or USD.
- c) Fees should be inclusive of all insurance and standard business overhead/ indirect costs. Please note that no fees are payable for travel days except as appropriate for travel between survey locations.

SECTION 5.0 – CONTRACT AWARD



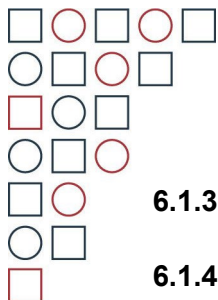
5.1. Contract Award

- 5.1.1.** Any contract award made pursuant to this RFP is conditional upon the Selected Proponent entering into a contract with NI and conditional upon formal approval by NI in accordance with NI's Decision Making Practices. The contract terms will be as per the contract template in Annex D. The Proponent must clarify any concerns with the contract terms before the Deadline for Receipt of Questions.
- 5.1.2.** NI shall advise the Selected Proponent once NI is ready to commence negotiations. The negotiations shall be concluded within a timeframe mandated by NI, acting reasonably. At the conclusion of negotiations, NI shall endeavour as expediently as possible to prepare and provide to the Selected Proponent the execution copy of the contract, signed by NI, in PDF format. The Selected Proponent shall sign the contract within a reasonable time frame.
- 5.1.3.** In the event that one or more of the following situations occur, NI shall invoke one of the options stated in Section 5.1.4.
- a) The negotiations with the Selected Proponent are not successful and NI, in its sole discretion, does not think that a contract on terms satisfactory to NI can be reached; or
 - b) The Selected Proponent fails to employ best efforts to finalize the contract during the timeframe mandated by NI; or
 - c) The Selected Proponent fails or refuses to enter into the contract within the timeframe mandated by NI.
- 5.1.4.** NI without liability, cost or penalty, may, in its sole discretion:
- a) Extend the period for negotiation or execution; or
 - b) Cease negotiations with the Selected Proponent; or
 - c) Exercise NI's rights pursuant to Section 6.1.1 to cancel the RFP; or
 - d) Enter into negotiations with another Proponent.

SECTION 6.0 – RIGHTS OF NUTRITION INTERNATIONAL AND ADDITIONAL INFORMATION

6.1. Nutrition Internationals Rights

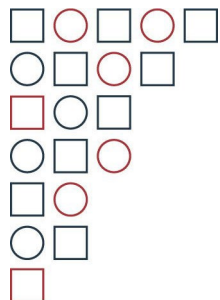
- 6.1.1.** NI's Right to Amend, Supplement or Cancel the RFP without liability, cost or penalty, may in its sole discretion:
- a) Alter any dates in the RFP, as they relate to the RFP Process, at any time prior to or after the Closing Date and Time;
 - b) Cancel this RFP at any time, whether prior to or after the Closing Date and Time, and NI may, but need not, in its sole discretion, issue a new RFP;
 - c) Amend or supplement this RFP at any time prior to the Closing Date and Time.
- 6.1.2.** This is a request for Proposal to supply NI's needs for the requirements described in this RFP. NI is not bound to accept the lowest priced proposal, or any, proposal. While price is an important element in the selection process, Proponents should recognize that there are other criteria in this RFP that NI will consider in evaluating Proposals and in making its decision as to contract award(s).



- 6.1.3. NI, without liability, cost or penalty, may, in its sole discretion, waive irregularities in Proposals or in the submission of Proposals.
- 6.1.4. NI, through the Contracting Authority, without liability, cost or penalty, may, in its sole discretion and at any time after Proposal submission, seek clarification from any Proponent, either in writing or during the Oral Presentation, Demonstration or Site Visits as applicable, with respect to its Proposal. Without limiting the generality of the foregoing, NI may, in its sole discretion, request a Proponent to confirm in writing any statement made by the Proponent during the Oral Presentation, Demonstration or Site Visits in which case the Proponent will promptly provide such written confirmation to NI, within the time specified by the Contracting Authority.
- 6.1.5. Any written information received by NI from a Proponent in response to a request for clarification from NI will be considered as an integral part of the Proponent's Proposal.
- 6.1.6. Without prejudice to this right, NI may request clarification where any Proponent's intent is unclear, or may waive or request amendments where, in the opinion of NI, there is an irregularity or omission in the information that has been submitted in the Proposal. NI reserves the right to conduct negotiations on any portion of the Proponent's Proposal.
- 6.1.7. NI may verify any Proponents statement or claim by whatever means NI deems appropriate, including contacting references other than those offered by the Proponent, and may reject any Proponent statement or claim if, in the judgment of NI, the statement or claim is unwarranted or not credible. The Proponent will co-operate with NI in its attempts to verify any such statement or claim.
- 6.1.8. NI may, in its sole discretion, visit the proponents' existing place or places of business for purposes of clarification or verification. Such a visit will take place at a date mandated by NI, acting reasonably.
- 6.1.9. NI reserves the right to accept a Proposal in whole or in part, and to split or divide the total requirement among proponents at the sole discretion of NI.
- 6.1.10. NI may negotiate with one or more technically compliant Proponents and seek a best and final offer from technically compliant proponents on any part the technical or price/cost proposals submitted, as part of this RFP process.
- 6.1.11. NI may reject any proposal received from a proponent that, in the sole opinion of NI, has previously failed to perform satisfactorily or complete contracts or purchase orders on time, or that NI believe is not in a position to meet the requirements of the RFP.
- 6.1.12. NI may reject any proposal that, in the sole opinion of NI fails to meet the requirements and instructions stated in this RFP.
- 6.1.13. NI may suspend negotiations or withdraw an award to a proponent at any time up. NI is not required to provide any justification, but will give notice prior to any such suspension of negotiations or withdrawal of award
- 6.1.14. NI will exercise its discretionary rights under this RFP in a reasonable manner.

6.2. Disqualification of Proposals on Grounds of Faulty Submission

- 6.2.1. NI, without liability, cost or penalty, in its sole discretion, may disqualify any Proposal at any time during the RFP process if, in the opinion of NI, one or more of the following events occur:
 - a) it contains incorrect information;
 - b) it is unresponsive to this RFP;
 - c) the Proponent fails to cooperate with NI in its attempts to clarify information or evaluate the Proposal;
 - d) the Proponent misrepresents any information provided in its Proposal;



- e) it is incomplete;
- f) the Proposal, on its face, reveals a conflict of interest or unfair advantage; or
- g) a change has occurred in the management or ownership structure of the Selected Proponent.

6.3. Costs Incurred By Proponents

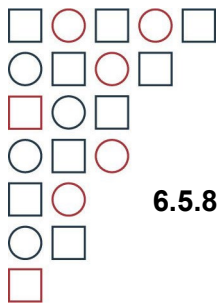
- 6.3.1. Nothing in this RFP, receipt by NI of a response to this RFP, or subsequent negotiations by NI of terms of a contract to supply, shall in any way impose an obligation on NI to reimburse any Proponent or to pay any compensation for costs incurred in the preparation of a response to this RFP, presentations, or the negotiation of a proposed contract except to the extent that such obligation is contained in the formal written contract containing terms and conditions satisfactory to NI and executed by the Proponent and NI.

6.4. No Obligation to Purchase

- 6.4.1. Nothing in this RFP, receipt by NI of a response to this RFP, or subsequent negotiations by NI of terms of a contract to supply, shall in any way impose a legal obligation on NI to make any purchases from any Proponent.

6.5. Additional Information, Clarification and Addenda

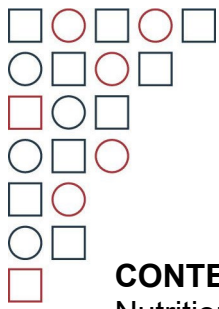
- 6.5.1. It is the responsibility of the proponent to seek clarification on any matter it considers to be unclear in this RFP, including any attachments. NI will not be responsible for any misunderstanding on the part of the Proponent concerning this RFP, the RFP process or the attachments.
- 6.5.2. Proponents who wish to obtain further information and clarification about the RFP, the RFP attachments or the RFP process are to submit their questions in writing to the Contracting Authority at the e-mail address set out in section 1.4.1. of this RFP.
- 6.5.3. The Contracting Authority will accept written questions no later than the date and time indicated in the RFP Timetable in Section 1.3.1. (the “Deadline for Receipt of Questions”). The request will specify the RFP Section attachment and page number as applicable.
- 6.5.4. NI’s responses to the questions will be provided or made available to all who requested or received the RFP, without identifying the source of the question.
- 6.5.5. Proponents are advised that the deadline for receipt of questions from potential Proponents is the final opportunity for Proponents to seek clarification with respect to this RFP.
- 6.5.6. If an addendum to the RFP is issued, the Proposal due date may be changed to allow additional time for Proponents to complete their Proposals. Proponents shall be advised of any new Proposal due date by addendum.
- 6.5.7. Communications - Contract Authority
The Proponent is put on notice that:
 - a) Only the Contracting Authority is authorized by and on behalf of NI to amend the requirements of this RFP, and that the Proponent is to rely only upon the information provided in writing by the Contracting Authority;
 - b) Any communication pertaining to this RFP with any employee of NI, other than the Contract Authority will constitute a breach of NI’s procedures and may result in the disqualification of the Proponent as a potential supplier.



- 6.5.8.** Any amendments or supplements to this RFP shall be made only by way of addenda issued by the Contracting Authority in the same manner in which this RFP was issued, and any amendments or supplements to this RFP made in any other manner, including any oral or written statement made by NI, the Contracting Authority, or their respective employees, agents, consultants or advisors, shall not constitute an addendum to this RFP. Where there appears to be a conflict between the RFP and any addendum, the last addendum will prevail. Addenda will not be used to answer Proponent's questions. Answers to questions will follow the process outlined in Sections 6.5.2. to 6.5.4.
- 6.5.9.** The addenda shall be binding on each Proponent, and NI has the right to assume that the Proponent in its Proposal has taken the information contained in the addenda into account.
- 6.5.10.** The Proponent is solely responsible to ensure that it has received all addendums, if any, issued pursuant to this sub-section.

6.6. Litigation

- 6.6.1.** If NI or any of its officers, employees, assigns, independent contractors, subcontractors, agents or representatives is made a party to any litigation arising out of or by reason of or attributable to this RFP, then the applicable Proponent(s) shall indemnify and save harmless NI and its officers, employees, assigns, independent contractors, subcontractors, agents or representatives in connection with such litigation, except to the extent that such litigation arose from the negligence or wilful act of NI, or any of its officers, employees, assigns, independent contractors, subcontractors, agents or representatives while acting within the scope of his, her or its employment or engagement. NI may, at its option, and at the expense of the Proponent, participate in or assume carriage of any litigation or settlement discussions relating to the foregoing, or any other matter for which the Proponent is required to indemnify NI and its officers, employees, assigns, independent contractors, subcontractors, agents or representatives. Alternatively, NI may require the Proponent to assume or maintain carriage of and responsibility for all or any part of such litigation or discussion, at the Proponent's expense.
- 6.6.2.** This RFP, all referenced materials and all addenda constitute the entire RFP.



ANNEX A – PROJECT DESCRIPTION

CONTEXT

Nutrition International (NI) seeks a world where everyone, everywhere is free from malnutrition and free to reach their full potential. We deliver low-cost, high-impact nutrition interventions to those who need them the most. We serve as a bridge between evidence and action at scale, utilizing research, technical assistance, and advocacy to influence and improve domestic and international policies, programs, and resources for nutrition.

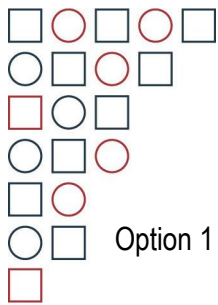
NI is nearing the end of its latest Strategic Plan and Investment Case, which set out its priorities and approach for 2018-2024 and a revenue target of CAD \$700 million. NI is in the midst of planning for its next Investment Case and has ambitious goals for the future.

To help achieve this, NI is seeking to grow and diversify its donor base, particularly through private donors (ultra-high-net-worth individuals [UHNWIs], private foundations, and corporations). To deliver on this, NI is looking to grow its capacity in prospecting, outreach, and door-opening/appointment setting, with the goal of meeting more qualified donor prospects and securing more donations.

NI is looking to engage a consultant firm or a team of individuals to conduct this work.

OBJECTIVES

The primary objective of this consultancy is to enhance NI’s business development efforts for the private sector by conducting a strategic outreach to secure qualified meetings and engagement opportunities with decision-makers and representatives of potential donors.



ANNEX B- PRICING TEMPLATE

Option 1 - Time/billing approach

Sl. No.	Cost Centers	Unit / month	Per Unit Cost (Currency)	Total
A	Fees			
A1				
A2				
A3				
A4				
	Total			
B	Expenses			
B1				
B2				
B3				
B4				
B5				
	Total			
C				
C1				-
C2				
D				
E				
	Total			
F	Total pure program (A+B+C+D+E)			
G	Overhead (%)*			
H	Applicable tax, if any			
I	Grand Total (F+G+H)			

* NOTE: overhead can only be calculated as up to 10% of the value of expenses, not applicable to fees.

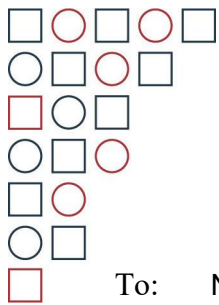
Option 2

Monthly Fee Structure – inclusive of all costs

Overall Monthly Fee	Amount (currency)
Inclusive of all fees, expenses, and costs (personnel, equipment, materials, travel, overhead, etc.)	

-
-
-
-
- Option 3**
- Fixed fee per deliverable – inclusive of all costs**
-

Deliverables	Amount (currency)
Deiverable 1 Inclusive of all fees, expenses, and costs (personnel, equipment, materials, travel, overhead, etc.)	
Deiverable 2 Inclusive of all fees, expenses, and costs (personnel, equipment, materials, travel, overhead, etc.)	
Total	



ANNEX C - LETTER OF OFFER

To: NUTRITION INTERNATIONAL
180 Elgin Street, Suite 1000, Ottawa,
Ontario, K2P 2K3, Canada

Re: Letter of Offer - {INSERT TITLE} - {INSERT RFP NUMBER}

We are submitting a Proposal in response to the referenced RFP, and hereby offer to provide the goods and/or services as indicated in the RFP in consideration of payment by Nutrition International (NI).

The Proponent acknowledges that responses to the RFP must be stand-alone documents, complete and integral in their own right, containing everything necessary to allow NI to evaluate them fully, subject to any need NI may have for clarification in respect of any given response. Previously submitted information cannot be considered.

We have carefully examined the RFP documents and have a clear understanding of the requirements of the RFP and the RFP Process. By submitting the Proposal, we acknowledge that we have read and understood and will comply with Sections 1, 2 and 3 of the RFP and with all the Mandatory Requirements as stated in Section 4.0 of the RFP and have submitted all substantiating information as requested. Failure to submit requested substantiating information or if the substantiating information does not meet the Mandatory Requirements will result in disqualification of the Proposal.

We, or any of our sub-contractors, or any of our employees or any of our sub-contractor’s employees do not and will not have any conflict of interest (actual or potential) in submitting this Proposal or, if selected, with our contractual obligations as the vendor under contract.

We are not aware of any potential conflict of interest where an employee or family member of an employee of Nutrition International has an interest in our organization (the Proponent), or in any of our sub-contractors or any Proponent that may be included in the RFP submission.

If we are in a Conflict of Interest (Actual or Potential) we have completed the Declaration of (Actual or Potential) Conflict of Interest document located in this Annex C.

We have no knowledge of or ability to avail ourselves of Confidential Information of NI other than the Confidential Information, which may have been disclosed by NI to the Proponents in the normal course of this RFP.

We are not involved in collusion or arrangement with any other Proponents in connection with this RFP. We have no knowledge of and have made no comparison of the information in our Proposal with the information contained in any other Proposal.

We certify that the submitted financial information is true and correct.

We understand that our submitted Proposal may be accepted by Nutrition International in whole or in part, within the Validity Period, and is irrevocable during that period.

In the event NI selects our Proposal, in whole or in part, we agree to finalize and execute the Agreement in accordance with procedures stated in the RFP. We understand that the Proposal must be a standalone document complete in its own right containing everything necessary to allow NI to evaluate us fully.

We hereby consent to NI performing checks with the references listed in the Proposal.

We acknowledge and understand that NI may disqualify the Proposal of any Proponent where the Proponent fails to provide information or makes misrepresentations regarding any of the information included in the Letter of Offer. Further, we acknowledge and understand that NI will have the right to rescind any contract resulting from this RFP with the Selected Proponent in the event that NI, in its sole discretion, determines that the Selected Proponent has failed to provide information or made misrepresentations regarding any of the information in the Letter of Offer or the Proponent, in addition to or in lieu of any other remedies that NI has in law or in equity.

SIGNED

Company Name

Print Name and Title

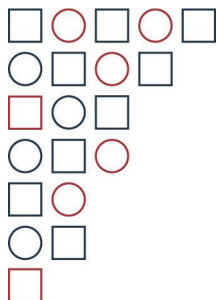
Signature of Authorized Representative

Date

I have authority to bind the Proponent

Attachment to Letter of Offer

Declaration of (Actual or Potential) Conflict of Interest:



ANNEX D – DRAFT CONTRACT TEMPLATE

THIS AGREEMENT made effective as of the date referred to below (the “Effective Date”)

BETWEEN:

NUTRITION INTERNATIONAL (formerly known as The Micronutrient Initiative), a corporation under the laws of Canada, having its head office at 180 Elgin Street, Suite 1000, Ottawa, Ontario, K2P 2K3, Canada (herein called “NI”)

- and -

`$formula(UPPER($company_name))` having its head office at `$formula($location_id.address_1_and_2_comma_formatted)`, `$formula($location_id.city)`, `$formula($location_id.state_province)`, `$formula($location_id.zip_or_postal_code)`, `$formula($location_id.country)` (herein called “the Firm”)

Singly or jointly hereinafter called “the Party” or “the Parties”.

WHEREAS NI has requested the Firm to provide certain consulting services related to “`$formula($contract_title1)`” as more particularly described in this Agreement;

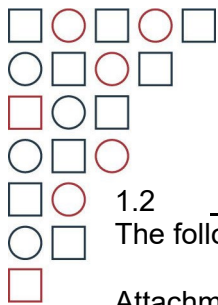
THEREFORE in consideration of the terms and conditions set forth in this Agreement, the Parties agree as follows:

SECTION 1 - INTERPRETATION

1.1 Definitions

The words in this Agreement that are capitalized have the following meanings:

- a) “Agreement” means this agreement including all attachments referred to herein;
- b) “Completion Date” means the last day of the Term described in Section 2.2;
- c) “Effective Date” means the date on which the Firm signs this Agreement;
- d) “Services” means the services and deliverables described in Attachment A;
- e) “Personnel” means persons hired or engaged by the Firm and assigned to the performance of the Service or any part thereof, the names/designations of whom are set out in Attachment B.1.
- f) “Intellectual Property” includes, without limitation, any right, or associated right to all copyrights, trade-marks, services marks, database rights, design rights, trade secrets, and patents.
- g) “Force Majeure” includes without limitation decrees of Government, acts of God, strikes or other concerted acts of workers, inability to procure materials or labour, fires, floods, explosions, riots, war, rebellion, sabotage and atomic or nuclear incidents.



1.2 Attachments

The following Attachments referred to in, and appended to this Agreement form a part of this Agreement.

- Attachment A – Description of Services
- Attachment B – Personnel and Expenses
- Attachment C – Schedule of Deliverables and Payments
- Attachment D – Banking Information Form
- \$startif(\$air_travel_required != "None")
- Attachment E – Travel Policy

\$endif

1.3 Working Currency of the Agreement\$startif(\$contract_amount >= 25000)and Canadian Dollar Liability\$endif

1. The working currency of the Agreement is \$formula(\$contract_currency_) (\$formula(\$contract_currency_short_)). \$startif(\$contract_amount >= 25000)Notwithstanding the working currency of the Agreement, NI limits its Canadian dollar liability with respect to this Agreement to CAD \$formula(\$canadian_dollar_liability_value).\$endif

2. SECTION 2 – SERVICES

2.1 Services to Perform

The Firm agrees to perform the services and provide the deliverables set out in Attachment A. Any change in the Services shall be mutually agreed in writing.

2.2 Term

The Services shall start on \$formula(dateformat("MMMMMM dd, yyyy",\$contract_start_date)) and continue until \$formula(dateformat("MMMMMM dd, yyyy",\$contract_end_date)) unless terminated earlier by either Party in accordance with this Agreement. The term of this Contract may be extended by mutual written agreement.

2.3 Personnel

The Firm will assign performance of all work under this Agreement to the Personnel described in Appendix B.1. Written authorization of NI must be obtained in advance for any substitution of Personnel. The Firm will take any steps necessary to ensure such Personnel are bound by the provisions of this Agreement.

SECTION 3 – FINANCIAL ARRANGEMENTS

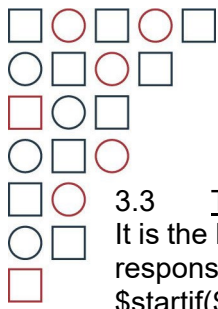
3.1 Fees

NI shall pay the Firm the daily rates of the Personnel as set out on Attachment B.1, on the basis of time actually spent by such Personnel in the performance of the Services after the Effective Date. No fees will be paid while en route to or from the place of assignment. The maximum amount payable for fees under this Agreement is \$formula(\$contract_currency_short_) \$formula(\$fee_amount_contract_currency), i.e., the "Total Payment". NI has no responsibility to pay the Firm for work performed by the Firm that would result in any payment in excess of the Total Payment. \$startif(\$expenses_required == "Yes")

3.2 Expenses

While performing the Services, the Firm shall be entitled to be reimbursed for the expenses listed in Attachment B.2 up to the maximum amounts described therein.

\$endif



3.3 Tax

It is the Firm's responsibility to comply with the applicable tax laws in its country of domicile. NI is in no way responsible for any tax related issues.
\$startif(\$advance_required != "None")

3.4 Advance

\$endif \$startif(\$advance_required == "Single")

Upon the Firm's request and following the signature of this Agreement, NI will provide the Firm with an advance of \$formula(\$contract_currency_short_) \$formula(\$advance_amount) to cover a portion of the expenses detailed in Attachment B.2. The Firm will account for this advance on its first invoice (and if the advance exceeds the amount of the first invoice, any subsequent invoices) and will show all amounts that have been spent using the advance as required by NI under Section 3.5 (invoicing). \$endif \$startif(\$advance_required == "Multiple")

Upon the Firm's request and following the signature of this Agreement, NI will provide the Firm with an advance of \$formula(\$contract_currency_short_) \$formula(\$advance_amount) to cover a portion of the expenses detailed in Attachment B. The Firm will account for this advance on its first invoice (and if the advance exceeds the amount of the first invoice, any subsequent invoices) and will show all amounts that have been spent using the advance as required by the NI under Section 3.5 (invoicing). Subsequent advances may also be provided once the amount of the preceding advance has been fully adjusted.

\$endif

3.5 Invoicing

The Firm shall submit invoices to NI in accordance with the Schedule of Deliverables and Payments in Attachment C. Each invoice shall:

- (a) show the NI Contract number as shown in the subject header of this letter;
\$startif(\$advance_required != "None")
- (b) show the amount of any advance by NI;
- (c) \$endif show the number of days worked, on each task or project (if applicable), as well as the total number of days worked during the period covered by the invoice, and the corresponding fees; \$startif(\$expenses_required == "Yes")
- (d) and list all recoverable expenses for which the Firm is claiming reimbursement in accordance with Attachment B (attaching all original and/or copies of receipts where applicable).

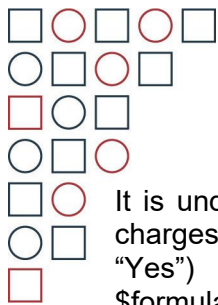
\$endif

3.6 Payment of Invoices

NI agrees to pay the Firm within 30 days after receipt in NI's office of the Firm's invoice provided that:

- (a) the invoice includes all required information as described above; and
- (b) NI is completely satisfied with the deliverables to which the invoice relates.

\$startif(\$advance_required != "None")NI shall set off any amount owed by the Firm to NI against any amount owing to the Firm under this Contract. If any advance has been paid by NI, it will be deducted by NI from the total amount due to the Firm under the Contract. \$endif If, for any reason, the amount of any payment is found to exceed the total amount due to the Firm under this Agreement, the Firm shall refund the amount of the overpayment to NI no later than 30 days following the expiration or earlier termination of the Agreement.



It is understood that NI is not responsible for differences related to exchange rate fluctuations or bank charges. NI's liability for the payment of fees (Section 3.1/Attachment B.1)\$startif(\$expenses_required == "Yes") and expenses (Section 3.2/Attachment B.2)\$endif is limited to the amounts quoted in \$formula(\$contract_currency_) (\$formula(\$contract_currency_short_)).

3.7 Banking Information

The Firm will complete the bank information form in Attachment D and return it with the Firm's signed copy of this Agreement. This will facilitate electronic payment to the Firm's account.

3.8 Inspection And Audit of Books And Records

3.8.1 The Firm shall keep accurate and systematic accounts, files and records ("the Records"). The Firm shall keep the Records throughout the duration of this agreement and for seven years following its termination.

3.8.2 NI may, at its cost, inspect and audit the Firm's work in furtherance of the assignment and other matters relating to the Firm's obligations under this Agreement for the purpose of determining compliance with the terms of this Agreement. The Firm will make available for inspection by NI's auditor, those of its documents and records which contain information regarding the Firm's performance of its obligations under this Agreement. NI shall provide reasonable notice of an audit to the Firm and conduct the audit during regular business hours.

SECTION 4 – REPRESENTATIVES AND NOTICES

Any notice or request required under the Agreement shall be deemed to be given when it has been delivered by hand, registered mail, email or facsimile to the attention of the designated representatives of the Parties identified below. The Parties shall notify one another of any change in their representatives.

For NI:	For the Firm:
\$FORMULA(\$PROGRAM_OFFICER) \$FORMULA(\$PROGRAM_OFFICER_ID.TITLE) \$FORMULA(\$PROGRAM_OFFICER_ID.EMAIL)	\$FORMULA(\$PARTY_MAIN_CONTACT) \$FORMULA(\$PARTY_MAIN_CONTACT_ID.TITLE) \$FORMULA(\$PARTY_MAIN_CONTACT_ID.EMAIL)

SECTION 5 – REPRESENTATIONS AND WARRANTIES

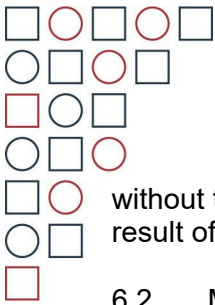
The Firm represents and warrants that it:

- (a) has the status, capacity and authority to enter into this Agreement and that is it unaware of any facts which would prevent it from performing its obligations under this Agreement;
- (b) will perform all services under this Agreement in a competent manner that meets or exceeds the standards for such work as are generally accepted in the industry.

SECTION 6 – CONFIDENTIAL INFORMATION

6.1 Confidential Information

The Firm will keep confidential any and all information, trade secrets, data or material belonging to NI and which the Firm acquires from NI as a result of this Agreement and will not disclose the same to others



without the prior written approval of NI. The Firm will not use any information or data acquired from NI as a result of this Agreement for any other purpose than to carry out the Agreement.

6.2 Maintenance of Confidential Information

The Firm’s employees, permitted sub-contractors, successors and assignees will not, without authority, use or disclose, or assist the use or disclosure of any such confidential information belonging to NI. The Firm will at all times use all reasonable precautions (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. The Firm shall, on request, promptly return to NI any information or material provided by NI and in the Firm's possession.

6.3 Limitation

The obligations of confidentiality assumed by the Firm here do not apply to any information: (i) that was known by the Firm before disclosure to the Firm by NI as evidenced by prior written records; (ii) which becomes part of the public domain through no fault of the Firm; (iii) which was obtained by the Firm from a third Party under no obligation to NI not to disclose the information, (iv) which is developed by the Firm independently of disclosures made hereunder as shown by written documentation, or (v) which is required to be disclosed by law, court order or audit standards. This confidentiality provisions in this section shall survive the termination of this Agreement for a period of 5 years.

6.4 Accuracy of Information

The Firm is responsible to NI for the accuracy and completeness of any statements made by it in any documents, articles, reports or other material prepared by it for delivery to NI or to a third party at NI's request. NI or any third party authorized by NI to receive this information is relying on the accuracy of the information provided by the Firm and shall not be required to make any independent verification of this information.

Notwithstanding the foregoing, NI shall notify the Firm in writing of any errors, omissions or clarification required in any report, and the Firm shall remedy such errors or omissions or provide such clarification with 10 days of receiving such notification from NI. NI may withhold any further payments until it is satisfied with the content of the report submitted by the Firm.

6.5 Intellectual Property

Design documents, specifications, reports and all relevant data such as maps, diagrams, plans, statistics and supporting records and materials compiled or prepared in the course of the Services shall remain the property of NI. The Firm may retain a copy thereof, provided that such copy shall not be used for purposes unrelated to the Agreement without the approval of NI. \$startif(\$training_materials_required == "Yes")

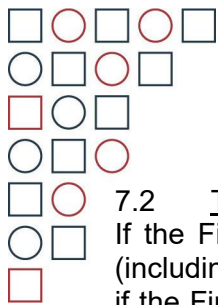
One copy of any training materials, manuals, curricula and other materials compiled or prepared for training purposes under this Agreement shall always be sent to NI. NI shall be entitled to use such material for any purpose related to its operations. In cases where the copyright of material rests elsewhere the Firm shall be responsible for securing the approval of the holder of the copyright for use of this material.

\$endif

SECTION 7- TERMINATION

7.1 Termination at End of Term

In the event that the parties do not extend the term as provided for in Section 2.2, this Agreement shall terminate and be of no further force or effect at the end of the term.



7.2 Termination for Cause

If the Firm fails to perform or fulfill any material obligation or condition required under this Agreement (including, without limitation, the failure to submit a deliverable by the date specified in Attachment C) and if the Firm fails to remedy the default or to provide a plan satisfactory to NI to remedy the default within five (5) days after written notice thereof from NI specifying the nature of the default, NI shall have the right at the end of the said five (5) day period to terminate this Agreement immediately. In the event of any such termination, NI is not liable to the Firm for any undelivered work and may request the repayment of any advance payments related to that work.

7.3 Termination without Cause

Either NI or the Firm may terminate this Agreement at any time by giving 30 days written notice. Upon termination of the Agreement, the Firm shall take immediate steps to conclude the Services in a prompt and orderly manner, and to reduce losses and keep further costs to a minimum. Upon termination of the Agreement, the Firm shall be entitled to payment for fees and reimbursable expenses that have been incurred prior to the date of the termination.

SECTION 8 - SAFEGUARDING, SOCIAL RESPONSIBILITY AND HUMAN RIGHTS

8.1 Responsibilities of the Firm and the Firms' Downstream Partners

Safeguarding, social responsibility and respect for human rights are central to NI's expectations of the Firm and the Firms' downstream partners supporting this agreement. It is the responsibility of the Firm to ensure that its downstream partners comply with Section 8 in its entirety. The Firm must ensure that robust procedures are adopted and maintained to eliminate the risk of poor human rights practices within their delivery chain environments. These practices include: sexual exploitation, abuse and harassment; all forms of child abuse; inequality or discrimination on the basis of race, gender, age, religion, sexuality, culture of disability.

The Firm and their downstream partners supporting any NI activities must place an emphasis on the control of these and further unethical and illegal employment practices, such as modern-day slavery, forced and child labour and other forms of exploitative and unethical treatment of workers and aid recipients.

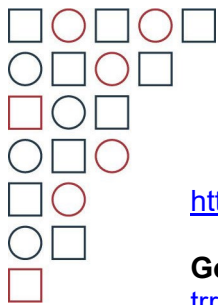
8.2 Child Protection

The Firm fully acknowledges the duty of care to protect and promote the welfare of children and young people. The Firm will be committed to ensuring child protection practice reflects statutory, legal, legislative responsibilities, as well as current guidance and advice, and complies with the Recipient's child protection policy. Should the Firm not have a child protection policy, then [NI's Child Protection Policy](#) shall be the guiding document, taking into consideration best practices and any specific local requirements. The Firm will promptly notify NI of any changes to any specific statutory, legal, legislative child protection responsibilities or organizational child protection policy changes.

8.3 Anti-Terrorism

- a) The Firm hereby certifies that consistent with Local and International, including Canadian and United Nations Security Council resolutions, both NI and the Firm are fully committed to the international fight against terrorism and that the Firm does not advocate, support, assist or engage in, and has not advocated, supported, assisted or engaged in, any terrorist activity.
- b) The Firm will seek to ensure that none of the funds or assets provided under this Agreement are made available or used to provide support to individuals, groups or entities associated with terrorism including those named on the following lists as updated from time to time.

Government of Canada – Office of the Superintendent of Financial Institutions:



<http://www.osfi-bsif.gc.ca/Eng/fi-if/amlc-clrpc/atf-fat/Pages/default.aspx>

Government of Canada – Public Safety Canada: <https://www.publicsafety.gc.ca/cnt/ntnl-scrtr/cntr-trrrsm/lstd-ntts/crrnt-lstd-ntts-en.aspx>

United Nations: <https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list>

- c) The Firm shall immediately notify NI in writing if it becomes aware of any breach of Clause 8.3, or has reason to believe that it has or any of the Firms’ Personnel, servants, agents or sub-contractors, or any person acting on their behalf have:
 - (i) been subject to an investigation or prosecution which relates to an alleged infringement of Clauses 8.3;
 - ii) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in programs or contracts.
- d) In the event of material breach of this clause, NI will reserve the right to terminate this Agreement in accordance with clause 7.2, suspend payment to the Firm or sanction the Firm and any of its related or affiliate parties or take any other corrective action as necessary, including reimbursement of funds utilized in contravention of this section of the Agreement.
- e) The Firm shall include a corresponding provision related to Anti-Terrorism in any sub-contract or sub-agreement that the Firm enters into for the purposes of this Agreement.

8.4 Anti-Fraud and Corruption

- a) Nutrition International has zero tolerance for fraud and corruption and expects the Firm to share NI’s values of integrity and transparency as a trusted partner. The Firm therefore commits to preventing and detecting corruption and bribery in accordance with Nutrition International’s Anti-Fraud and Corruption Policy.
- b) The Recipient, through its employees, agents, representatives or subcontractors, will not make or cause to be made, or receive or seek to receive, any offer, gift or payment, consideration or benefit of any kind, which would or could be construed as an illegal or corrupt practice, either directly or indirectly to any party, as an inducement or reward in relation to the execution of this agreement or any arrangement or provision of funds in relation to its operations.

Information with respect to any actual or suspicious corrupt or fraudulent practice in relation to this Agreement can be forwarded at confidential@nutritionintl.org

c) In the event of actual or suspected

fraud and corruption, the Firm will notify NI within five (5) business days of such occurrence and any remedial actions or steps taken.

- d) The Firm will fully co-operate with any investigation into events covered under this section, whether led by NI or their authorized agents in accordance with Section 3.8 – Inspection and Audit of Books and Records.
- e) The Firm will use its best endeavors to ensure that any employee, agent, representative or other entity it is responsible for will comply with this section.
- f) Any actual or proven amounts of fraud and corruption will be considered an ineligible expenditure

under this Agreement. The Firm is required to reimburse NI any amount misappropriated through Fraudulent and Corrupt Activities.

- g) In the event of an actual or suspected fraudulent or corrupt practices, NI will reserve the right to terminate this Agreement in accordance with clause 7.2, suspend payment to the Firm or sanction the Firm and any of its related or affiliate parties or take any other corrective action as necessary.
- h) The Firm shall include a corresponding provision related to Anti-Fraud and Corruption in any sub-contract or sub-agreement that the Firm enters into for the purposes of this Agreement.

8.5 Gender Equality

The Firm acknowledges that it has a Gender Equality Policy which aims to promote gender equality in all its operations to prevent gender discrimination. Should the Firm not have a Gender Equality Policy, then [NI's Gender Equality Policy](#) shall be the guiding document. The Firm will promptly notify NI of any changes to any specific statutory, legal, legislative responsibilities in relation to gender equality or organizational Gender Equality Policy changes.

8.6 Whistleblower Protection

The Firm will ensure that it has a Whistleblower Protection Policy in place that supports its employees, whereby acting in good faith and on the basis of reasonable belief, it employees becomes aware of actual, suspected or intended misconduct, unlawful activity, suspicious financial management, or other accountability concerns, are given the opportunity to report such misconduct or incidents without reprisal to their senior management. Should the Firm not have a Whistleblower Protection Policy, then [NI's Whistleblower Protection Policy](#) shall be the guiding document.

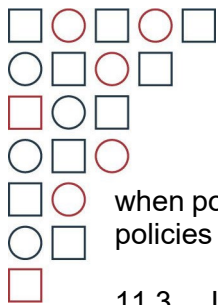
8.7 Sexual Harassment

The Firm acknowledges that it has a Sexual Harassment Policy which provides and maintains a work environment in which all employees are free from sexual harassment. Furthermore, the Firm is committed to creating a healthy and safe work environment that enables its employees to work free from unwelcome, offensive and discriminatory behaviour. Sexual harassment at the workplace is a form of discrimination. Protection against sexual harassment and right to work with dignity are universally recognized human rights by international conventions and instruments. The Firm will ensure that its rules and procedures for the prevention, prohibition and punishment of sexual harassment of women at the workplace are strictly enforced. Should the Firm not have a Sexual Harassment Policy, then [NI's Sexual Harassment Policy](#) shall be the guiding document.

8.8 Sexual Exploitation

The Firm acknowledges that it has a Sexual Exploitation Policy, and any such policy will ensure that any person working for, or representing, the Firm must respect the rights and dignity of the individuals and communities in which the Firm serves. In upholding these rights, the Firm will promote an environment free of sexual exploitation and sexual abuse. Sexual exploitation includes, but is not limited to:

- a) Any act or type of harassment that could cause physical, sexual or psychological harm or suffering to individuals, especially women and children.
- b) Any act or behaviour that exploits the vulnerability of beneficiaries or that allows them to be put in compromising situations.
- c) Engaging in sexual activity with persons under the age of 18.
- d) Engaging in sexual exploitation or abuse of beneficiaries under any circumstances.
- e) Any act or behaviour that seeks sexual acts or favours in exchange for access to participate in – or



when policies are put into effect, and the Firm will take the necessary steps to ensure compliance with these policies

11.3 Independence of Parties

There is no relationship of joint venture, partnership or agency between the Parties. Neither Party will have any right or authority to assume, create, or incur any liability or other legal obligation of any kind, express or implied, in the name of, or on behalf of, the other Party.

11.4 Conflict of Interest

The Firm shall not engage, directly or indirectly, in any other work, business or professional activities that may conflict with the performance of the Services. The Firm warrants that to the best of its knowledge at the date of signing this Agreement no conflict of interest exists. If during the course of this Agreement, a conflict or risk of conflict of interest should arise, the Firm will notify NI immediately in writing.

11.5 Assignment or Subcontracting

The Firm may not, except with the prior approval of NI, assign or transfer the Agreement or any part of the Services nor may it engage any sub-consultant to perform any part of the Services. NI's approval of the assignment or transfer of any part of the Agreement, or of the engagement of any sub-consultant to perform any part of the Services, shall not relieve the Firm of any of its obligations under the Agreement.

11.6 Force Majeure

If the performance of this Agreement, in the reasonable opinion of either Party, is made impossible by force majeure, then either Party shall so notify the other in writing and NI shall either (a) terminate the Agreement, or (b) authorize the Firm to complete the Services with such adjustments as are required by the existence of the force majeure and are agreed upon by the Parties.

11.7 Compliance with Laws, Applicable Law and Jurisdiction

In carrying out the work under this Contract, the Parties shall be responsible for complying with all applicable laws and regulations of the locations/countries in which the work will be carried out and to which the Personnel may have to travel to as part of the Services. This Agreement shall be interpreted in accordance with, and governed by, the law of the Province of Ontario and the laws of Canada applicable thereto. Any claim under this Agreement shall be filed and tried within the jurisdiction of the courts of the Province of Ontario.

11.8 Dispute Resolution

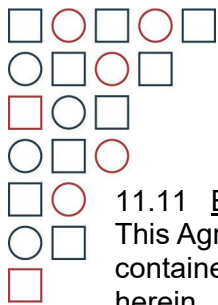
If there is a dispute between NI and the Firm regarding any matter, prior to the initiation of any formal proceedings, the Parties shall first attempt to resolve any dispute or controversy informally, If the dispute cannot be resolved informally, the matter shall be referred for arbitration by a single arbitrator in Ontario pursuant to the *International Commercial Arbitration Act* (Ontario) whose decision shall be final.

11.9 Transmission by Facsimile or Other Electronic Means

Delivery of this agreement by facsimile or electronic transmission constitutes valid and effective delivery.

11.10 Survival

The following provisions survive the termination or expiry of this agreement and continue in full force and effect for an additional two (2) years: Section 3.8 - Inspection and Audit of Books and Records, Section 6 - Confidential Information, Section 10 – Limitation of Liability, Section 11.7 - Compliance with Laws, Applicable Law and Jurisdiction, and Section 11.8 - Dispute Resolution



11.11 Entire Agreement and Amendments

This Agreement constitutes the entire agreement between NI and the Firm with respect to the subject matter contained herein and supersedes all prior oral and written communications not specifically referred to herein. This Agreement may be amended or modified only by means of a written agreement executed by authorized signatories of the Parties.

11.12 Execution

This Agreement may be executed in counterparts and such counterparts together shall constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including, without limitation, by facsimile transmission or by electronic delivery in portable document format (".pdf"), shall be equally effective as delivery of a manually executed counterpart thereof.

The undersigned agree to all the terms and conditions herein. Please sign the electronic copy of this Agreement.

VENDOR REGISTRATION FORM

When this form is **not** required:

This form will **not** be used for implementing partners. For greater clarity, implementing partners are non- arms-length entities and may include Governments, civil society organizations, NGO's or other not-for- profit entities who work with NI on project design, implementation, monitoring and reporting of programs and are not considered vendors required to use this form. Implementing partners should use the assessment tools found within the partnership toolkit.

When the Total Estimated Proposal Submission Value is less than \$10,000 CAD, this form is **not** required. Only the following information is required to be submitted to NI:

- Legal Name of Organization
- Physical Address
 - o Contact Name
 - o E-mail
 - o Phone Number
- Currency Used by Organization
- Country in Which the Organization Operates

Vendors include arms-length entities providing goods, services (including consulting services) or works, and may be for-profit (mostly) as well as not-for-profit (rarely) entities.

Vendors over \$10,000 CAD are expected to complete the relevant sections of the Vendor Registration Form.

When this Vendor Registration Form is Required	
When the Total Estimated Proposal Submission Value is greater than 10,000 CAD and less than 100,000 CAD	Complete sections A, C, D and E (B should be ignored)
When the Total Estimated Proposal Submission Value, plus Aggregate Value for active agreements with NI is 100,000 CAD or greater	Complete All Sections (A, B, C, D and E)

The form intends to gather key corporate information. It is understood that in completing and signing this vendor registration form, your organization/entity will be held to the vendor code of ethics and conflict of interest declarations described herein. The registration form is generic and additional information may be requested. to reflect conditions specific to the country, program, etc.

SECTION A	
When the Total Estimated Proposal Submission Value is \$10,000 CAD or greater, Section A is required.	
Legal (official) name(s) of the vendor/supplier/company	
Legal Entity Type Sole Proprietor, Company (LLC, PLC, Pvt), Not for Profit Organization etc.	
Business Address (Mailing)	
Business Address (Physical, if Different than Mailing)	
Identity of Beneficial Owner [include full name (last, middle, first), nationality, country of residence]	
Currency Used by Vendor	
Country in Which the Vendor Operates	
Authorized Signatory (Name and Title)	

SECTION B	
When the Total Estimated Proposal Submission Value, plus Aggregate Value for active agreements with NI, is 100,000 CAD or greater, Section B is required.	
Ownership and Legal Structure	
List all individuals with direct or indirect ownership of over 25% of shares or voting rights	
List all individuals' members of the board of directors.	
Years in Business	
List of active NI contracts	
Total value of active contracts with NI	
Government Registration and Taxes	
Business Registration Number	
Tax Registration Number(s) (VAT, Sales Tax, HST, Service Tax, PAN, etc.)	

Note: Registration Documents may be subsequently requested.	
Parent Organization	
Parent Organization - Legal Name	
Has the Parent Organization (and Subsidiaries, Associates, or Related Parties) conducted business with NI in the last 3 years? If yes, please provide; the name of entity and nature of relationship.	

SECTION C: CERTIFICATION	
When the Total Estimated Proposal Submission Value is 10,000 CAD or greater, Vendors must read and complete Section C.	
Conflict of Interest Disclosure	
The vendor shall not engage, directly or indirectly, in any other work, business or professional activities that may conflict with the performance of the Services. The vendor warrants that to the best of its knowledge, at the date of signing this form, that no conflict of interest exists. If a conflict or risk of conflict of interest should arise, the vendor will notify NI immediately in writing.	
If the vendor has Conflict of Interest disclosures that requires NI clearance, for example, family relationships with employees of NI, financial interests in NI programs or donors, ownership or consulting activities with other vendors or partners working with NI, etc.). Please describe the conflict of interest below for consideration.	
No Conflict-of-Interest Disclosure	<input type="checkbox"/>
Conflict of Interest disclosed and described below:	<input type="checkbox"/>
Disclosure (Completed by Vendor):	
Determination (Completed by NI):	

SECTION D: NI VENDOR CODE OF ETHICS
NI expects that all vendors will:
A. Act responsibly and with integrity by:
1) demonstrating commitment through actively seeking and making a positive contribution to development, social and environmental sustainability through its businessactivities;

- 2) pursuing and adhering to anti-discrimination policies, with particular attention to girls and women;
- 3) applying risk management and mitigation processes that assure a zero tolerance approach to tax avoidance, corruption, bribery and fraud throughout the supply chain;
- 4) assuring that NI funding provided is not used in any way that contravenes the provisions of applicable terrorism legislation.

B. Be transparent – in relation to organizational practices

- 1) making available, when requested, a list of relevant policies together with a description of measures of how these are put into practice (e.g. supplier codes on fraud & corruption, due diligence);
- 2) demonstrating commitment to ethical codes of conduct

C. Be Accountable - whether in every day and exceptional situationsby:

- 1) developing and implementing policies that address the need for remedy and redress if things go wrong;
- 2) actively seeking to promote the involvement of people in the business decisions that affect their lives.

D. Support NI priorities and objectives by:

- 1) sharing innovation and knowledge to maximize overall development impact in ways that do not adversely impact competitive advantage;
- 2) supporting wider policy initiatives including the support of small to medium enterprises, prompt payment, human rights and modern slavery issues and the support of economic growth in developing countries.

E. Improve Value for Money – demonstrate and continually strive to improve value for money in all that they do by:

- 1) pricing realistically and appropriately to reflect requirements and risk levels ;
- 2) being honest and realistic about capacity and capability;
- 3) accepting that NI works in challenging environments, acting to manage uncertainty and change
- 4) proactively pursuing continuous improvement to reduce waste and improve efficiency in internal operations and within the supply/delivery chain;
- 5) implementing a transparent, open book approach which enables scrutiny on value for money choices;
- 6) avoiding the use of restrictive exclusivity agreements;
- 7) providing assurance that the policies and practices of supply/delivery chain partners and affiliates are aligned to the expectations outlined in this statement;
- 8) applying pricing structures that align payments to results and reflect an appropriate balance of performance risk;
- 9) Accepting accountability and responsibility for performance, with timely identification and resolution of issues ensuring lessons learned are shared.

SECTION E: ACKNOWLEDGEMENT

Submission of this form does not guarantee that a vendor will be registered as an organization/supplier/company for NI. Registered vendors are not guaranteed any contract award or financial compensation.

I certify that the information provided in all attachments is true and complete to the best of my knowledge and belief and that no material changes have occurred to the business which would affect any of the above representations. I agree to comply with the NI Vendor Code of Ethics (as explained in the section above), accepting accountability and responsibility for performance, with timely identification and resolution of issues ensuring lessons learned are shared.

Name of the Authorized Signatory	
e-mail	
Title	
Signature	
Date	