

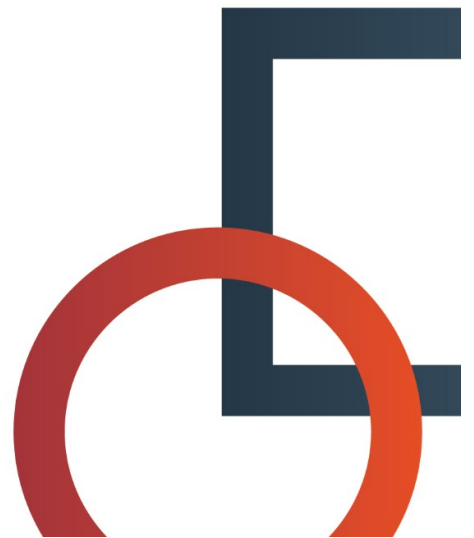


Request for proposal No: ELFS-20-09-2024

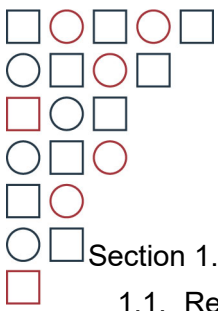
## Review of Options for Employing Field Staff

November 5, 2024

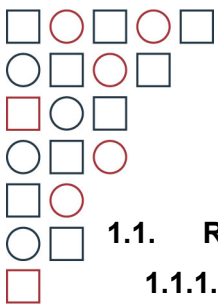
**Deadline for receipt of proposals:  
November 25, 2024 at 5:00 PM EST (Eastern Standard Time)**



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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 Review Options for Employing Local Field Staff.

### 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 the 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>	<b>Nov 05, 2024</b>
<i>Confirmation of intent to submit</i>	<b>Nov 18, 2024</b>
<i>Deadline for Receipt of Questions</i>	<b>Nov 18, 2024</b>
<i>Closing Date and Time</i>	<b>Nov 25, 2024 – 5:00 PM EST</b>
<i>Evaluation Process Completion</i>	<b>Dec 02, 2024</b>
<i>Recommendation and Selection</i>	<b>Dec 16, 2024</b>
<i>Projected Contract Award Date</i>	<b>Jan 06, 2025</b>

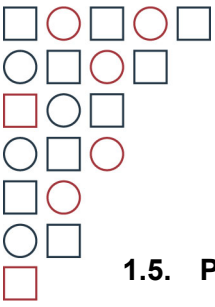
### 1.4. Proposal Communications

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](mailto: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

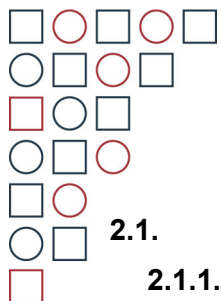
- a) Proponents will inform NI of their intention to submit a proposal in response to this RFP, by the date specified in section 1.3.1. Confirmation should be sent by email as per section 5.1.

### 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: ELFS-20-09-2024)
  - PROPONENT'S NAME: COMMERCIAL PROPOSAL (RFP: ELFS-20-09-2024)
- 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**

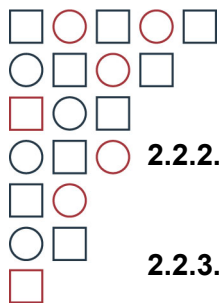
- 2.1.1.** The objective of the Evaluation and Selection Process is to identify the Proposal that effectively meets the requirements of this RFP and provides the best value to NI. A Proposal may be deemed non-compliant if it is not submitted in the requested format or if requested information is not submitted. All determinations are made at the sole discretion of NI.
- 2.1.2.** Following criteria will be adopted to sort list the proposals and identify suitable agencies for the baseline survey/s. 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
<b>1</b>	<b>Qualification of Firm (A)</b>	
1.a.	Agency’s or consultant’s previous experience on undertaking similar assignments	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 technical components of the proposal	40
<b>2</b>	<b>Total Score - Technical Proposal</b>	<b>100</b>
<b>3</b>	<b>Overall weight – Technical:</b>	<b>70%</b>
<b>4</b>	<b>Assessment Category: Commercial Proposal</b>	
4.a.	Demonstrated consideration of all potential expenses (i.e. no major omissions)	40
4.b.	Reasonable estimate for each of the activities	40
4.c.	Reasonable estimate for consultant’s administrative & indirect costs	20
<b>5</b>	<b>Total Score - Commercial Proposal</b>	<b>100</b>
<b>6</b>	<b>Overall weight – Commercial:</b>	<b>30%</b>
<b>7</b>	<b>Total Weighted Score (Technical &amp; Commercial)-maximum possible:</b>	<b>100</b>

**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.

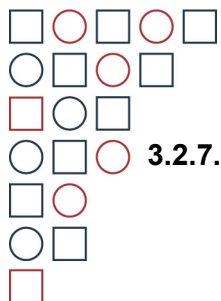
### **SECTION 3.0 – MANDATORY SUBMISSION REQUIREMENTS**

#### **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/ agency
  - a) 8-10 years' experience working in or supporting developing countries HR operations for international development (non-governmental) organizations
  - b) Proven experience in HR consultancy, staffing models, and employment law.
  - c) Strong analytical and financial skills.
  - d) Excellent communication and stakeholder engagement abilities.
  - e) Experience in the non-profit or international development sector is advantageous.
  - f) Knowledge of local employment practices and legal frameworks in the regions of focus (Africa, and Asia) is desirable.



- 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.
  - 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).

## 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.

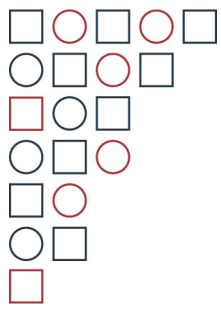
  - a) Audited financial Statements for the previous Fiscal year
  - b) legal corporate registration or any similar official documentation that shows the full corporate name, corporate status, jurisdiction, and date of registration
  - c) References - Provide 3 current customer references, listing customer, phone number, contact person, contact's e-mail and a description of the product or service provided.
- 4.2.2. Pricing
  - a) Expected budget for accomplishing the complete work with sufficient details and justifications, in spreadsheet format (see format in ANNEX B.)
  - b) All amounts quoted must be in local currency.
  - 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.

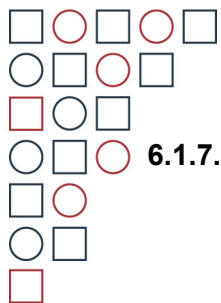
5.1.4. NI without liability, cost or penalty, may, in its sole discretion:

- 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.

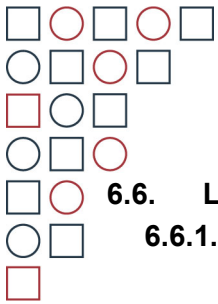


**6.4. No Obligation to Purchase**

- 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.

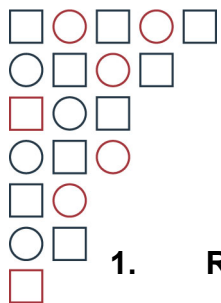
**6.5. Additional Information, Clarification and Addenda**

- 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

### 1. Review of Options for Employing Field Staff

Position Title: Contractor for Review of Field Staff Hiring Options

Location: Global (unanchored)

#### **Background:**

"Nutrition International (NI) is a global non-profit organization dedicated to ending malnutrition and improving the nutritional status of populations around the world. With a presence in various countries, NI operates through regional and field offices that implement programs tailored to local needs. These offices are staffed by a combination of permanent employees and local staff, which may include individuals contracted through third-party agencies or engaged under consulting arrangements.

Historically, NI has utilized a flexible staffing approach to adapt to the dynamic nature of its field operations. This approach has included the use of "extenders," a term specific to NI that refers to local staff who support program implementation but are not classified as permanent employees. While this model has facilitated cost-effective program delivery and fostered good relationships with local governments, it has also raised questions about its long-term sustainability and effectiveness as NI's operational demands evolve."

#### **Purpose:**

The purpose of this consultancy is to review and analyze the current extender model for local field staff as well as internal consultants and explore options for transitioning to a more sustainable and equitable staffing approach. This review will consider the pros and cons of the current model, assess the implications of potential changes, and provide recommendations for aligning the staffing approach with NI's evolving operational needs and values.

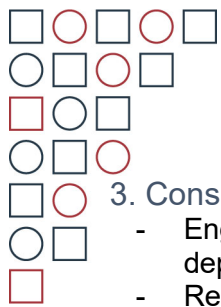
#### **Scope of Work:**

##### 1. Review Current Model in 10 global locations:

- Assess the effectiveness of the current extender model in meeting NI's operational needs and program goals.
- Identify the key issues and limitations associated with the extender model, including legal, financial, and operational aspects.

##### 2. Analyze Alternatives:

- Explore options for transitioning from the extender model to a different staffing approach, such as temporary or fixed-term contracts.
- Evaluate the potential impact of these alternatives on:
  - o Cost efficiency
  - o Legal and regulatory compliance
  - o Employee benefits and perks
  - o Staff retention and morale



### 3. Consult Stakeholders:

- Engage with key stakeholders, including Country Directors, extenders, and relevant internal departments (e.g., HR, Legal, Finance), to gather insights and perspectives.
- Review historical data and feedback on the extender model and alternative staffing approaches.

### 4. Financial Analysis:

- Conduct a cost-benefit analysis of transitioning to alternative staffing models, including:
  - Potential cost savings or increases
  - Impact on budget and financial planning
  - Long-term financial implications

### 5. Legal Considerations:

- Assess the legal implications of the current extender model and potential alternatives, including risks related to employment law, consultant contracts, and employee rights.

### 6. Recommendations:

- Develop a set of recommendations for NI on the most suitable staffing approach moving forward.
- Provide a detailed plan for implementation, including timelines, required resources, and potential challenges.

### 7. Reporting:

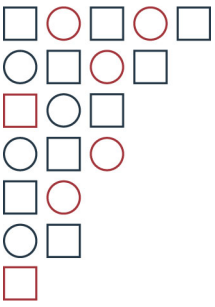
- Prepare and submit a comprehensive report summarizing findings, analyses, and recommendations.
- Present findings to senior management and other relevant stakeholders.

### Deliverables:

1. Inception Report: Outline of approach, methodology, and work plan.
2. Interim Report: Preliminary findings and progress update.
3. Final Report: Comprehensive analysis, recommendations, and implementation plan.
4. Presentation: Summary of findings and recommendations for senior management.

### Qualifications:

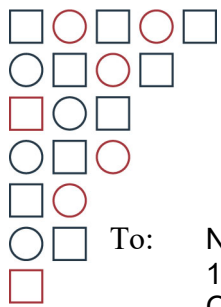
- Proven experience in HR consultancy, staffing models, and employment law.
- Strong analytical and financial skills.
- Excellent communication and stakeholder engagement abilities.
- Experience in the non-profit or international development sector is advantageous.
- Knowledge of local employment practices and legal frameworks in the regions of focus (Africa, and Asia) is desirable.
- 8-10 years' experience working in or supporting developing countries HR operations for international development (non-governmental) organizations



**ANNEX B - PRICING TEMPLATE**

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

\* NOTE: overhead can only be calculated on expenses



**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.

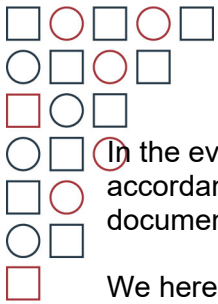
We have no knowledge of or ability to avail ourselves of Confidential Information of NI other than the Confidential Information, which may have been disclosed by NI to the Proponents in the normal course of this RFP.

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

\_\_\_\_\_  
Consultant / Organization Name

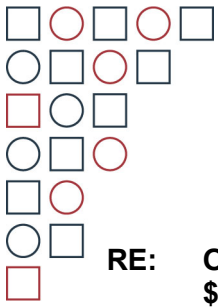
\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
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**

**RE: Offer of a Consultancy Contract**  
**\$formula(\$contract\_title1)**  
**NI Contract No. \$formula(\$master\_contract\_number)**

This letter will constitute the Contract/Agreement by which Nutrition International, hereinafter referred to as “NI”, engages you as a consultant (hereinafter referred to as the “Consultant”) to carry out certain services under the terms and conditions set out below. (Each or both of us are referred to as a “Party” or the “Parties”).

**1. Services**

The Consultant agrees to perform the services and provide the deliverables set out in Attachment A to this Contract (the “Services”). All Attachments referred to herein are made an integral part of this Contract. Any change in the Services shall be mutually agreed in writing.

**2. Time of Performance**

The Services shall start on \$formula(dateformat(“MMMMMM dd, yyyy”, \$contract\_start\_date)) and shall continue until \$formula(dateformat(“MMMMMM dd, yyyy”, \$contract\_end\_date )) unless terminated earlier by either Party in accordance with this Contract. The term of this Contract may be extended by mutual written agreement.

**3. Fees**

For performance of the Services, NI shall pay the Consultant \$formula(\$contract\_currency\_short\_) \$formula(\$daily\_rate) per day for a maximum of \$formula(\$maximum\_days\_to\_pay\_consultant\_floating) working days. No fees will be paid while en route to or from the place of assignment. The maximum amount payable for fees under this Contract is \$formula(\$contract\_currency\_short\_) \$formula(\$max\_consultant\_fee), i.e., the “Total Payment”. NI has no responsibility to pay the Consultant for work performed by the Consultant that would result in any payment in excess of the Total Payment. \$startif(\$expenses\_required == “Yes”)

**4. Expenses**

While performing the Services, the Consultant shall be reimbursed for the expenses listed in Attachment B up to the maximum amounts described therein.\$endif

**5. Tax**

It is the Consultant’s responsibility to comply with the applicable tax laws in his/her country of domicile. NI is in no way responsible for any tax related issues. \$startif(\$advance\_required != “None”)

**6. Advance**

\$endif \$startif(\$advance\_required == “Single”)



Upon signature of this Contract, NI will provide the Consultant with an advance of \$formula(\$contract\_currency\_short\_) \$formula(\$advance\_amount) to cover a portion of the expenses detailed in Attachment B. The Consultant will account for this advance on his/her 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 7. \$endif \$startif(\$advance\_required == "Multiple")

Upon the Consultant's request and following the signature of this Agreement, NI will provide the Consultant with an advance of \$formula(\$contract\_currency\_short\_) \$formula(\$advance\_amount) to cover a portion of the expenses detailed in Attachment B. The Consultant will account for this advance on his/her 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 7 (invoicing). Subsequent advances may also be provided once the amount of the preceding advance has been fully adjusted. \$endif

**7. Invoicing**

The Consultant shall submit signed invoices to NI in accordance with the Schedule of Deliverables and Payment 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) \$endifshow 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 Consultant is claiming reimbursement in accordance with Attachment B. NI reserves the right to request copies of receipts for reimbursable expenses being claimed. The reserved right will be actioned where NI considers it appropriate to meet donor requirements. Failure to provide receipts upon request will result in NI's refusal to pay for those expenses. \$endif

**8. Payment**

**8.1. Terms of Payment**

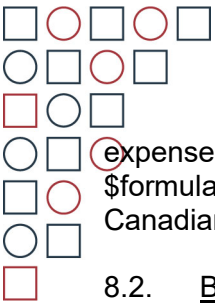
NI agrees to pay the Consultant within 30 days after receipt in NI's office of the Consultant's invoice provided that:

- (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 Consultant to NI against any amount owing to the Consultant under this Contract. If any advance has been paid by NI, it will be deducted by NI from the total amount due to the Consultant under the Contract. \$endifIf, for any reason, the amount of any payment is found to exceed the total amount due to the Consultant under this Contract, the Consultant shall refund the amount of the overpayment to NI no later than 30 days following the expiration or earlier termination of the Contract.

It is understood that NI is not responsible for differences related to exchange rate fluctuations or bank charges. The NI's liability for the payment of fees (Section 3)\$startif(\$expenses\_required == "Yes") and





expenses (Section 4/Attachment B) is limited to the amounts quoted in formula(\$contract\_currency\_). \$startif(\$contract\_amount >= 25000)For the purpose of this Contract, NI's Canadian dollar liability is limited to CAD \$formula(\$canadian\_dollar\_liability\_value).\$endif

8.2. Banking Information

The Consultant, having previously provided banking information to NI, shall review the details in Attachment D. Only upon confirming the accuracy of the banking information will the Consultant proceed to sign this Agreement. By signing this agreement, the Consultant certifies that the banking information therein is accurate. This will facilitate electronic payment to the Consultant's account.

9. \$startif(\$air\_travel\_required == "Domestic") \$endifTravel Policy

The Consultant will only travel as is necessary to carry out the Services. NI will only reimburse travel expenses included in this agreement. Expenses not included will not be reimbursed by NI. \$startif(\$air\_travel\_required == "International")Furthermore, the Consultant will abide by NI's air travel policy as described in Attachment E.\$endif\$startif(\$air\_travel\_required == "Domestic")Furthermore, the Consultant will abide by NI's air travel policy as described in Attachment E.\$endif

10. Financial Records and Audit

10.1. NI reserves the right to audit the Services/deliverables at any time during the term of the agreement, and for three (3) years following the expiry or early termination of the Agreement. The Consultant shall maintain and retain, for such period of time, separate accounting, financial records and original Supporting Documents to account for the total funds budgeted for the agreement, including those of its Subcontractors, Local Partners and Consultants.

10.2. The Consultant shall make these records and all other information necessary to ensure compliance with the terms and conditions of the Agreement, including those in the possession of third parties, available for audit and examination by NI or their respective authorized representative. The Consultant shall afford, at its own expense, NI or their respective authorized representative, the proper facilities required for such an audit. The Consultant's expenses associated with an audit are not recoverable from NI.

11. Access to Information and Confidential Information

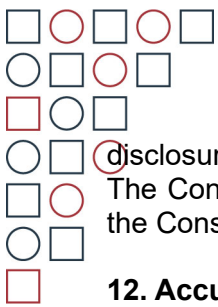
11.1. Access to Information

At Global Affairs Canada's (GAC) request, NI may be required to compile information related to this agreement and GAC may publish, at its convenience, statistics based on information contained in the Agreement and arising from its performance. GAC may publish the Consultant's name and address, the value of the Agreement, the type of activities funded, the title of the Project and the name of the Consultant's country.

11.2. Confidential Information

The Consultant shall not disclose any confidential information or document, nor make use of any intellectual property rights subject-matter that it becomes aware of or takes possession of during the term of the agreement, without having obtained written approval from NI that can release it from the obligation to confidentiality.

The Consultant agrees to take all reasonable precautions at all times (and in any event, efforts that are no less than those used to protect his/her own confidential information) to protect confidential information from



disclosure, unauthorized use, dissemination or publication, except as expressly authorized by this Contract. The Consultant shall, on request, promptly return to NI any information or material provided by NI and in the Consultant's possession.

### 12. Accuracy of Information

The Consultant is responsible to NI for the accuracy and completeness of any statements made by him/her in any documents, articles, reports or other material prepared by him/her 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 Consultant and shall not be required to make any independent verification of this information.

NI shall notify the Consultant in writing of any errors, omissions or clarification required in any report, and the Consultant shall remedy such errors or omissions or provide such clarification within 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 Consultant.

### 13. Intellectual Property

13.1. All intellectual property rights, including but not limited to 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 Agreement are vested to NI.

13.2. NI hereby grants Global Affairs Canada a worldwide, perpetual, irrevocable, non-exclusive, non-commercial, free-of-charge and royalty-free license, authorizing them to exercise all of the intellectual property rights in the Work and which:

- (a) authorizes them to do the acts reserved to the owner by the national law applicable to the Work or, if there is no law in a country where the license is exploited, the acts reserved to the owner by the applicable law in Canada; and
- (b) grant a free-of-charge and royalty-free sublicense to any person, authorizing the sub-licensee to do any or all of the acts mentioned in paragraph a).

13.3. The Consultant declares and warrants that the Work, and the exercise of the intellectual property rights granted under the Agreement, in no way infringe upon the intellectual property rights of others or upon the legislation in force;

13.4. The obligations contained in this section must be reproduced in all Subcontracts.

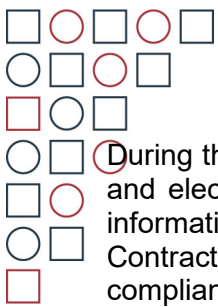
\$startif(\$training\_materials\_required == "Yes")

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

\$endif

### 14. Information Systems and Electronic Communication Networks

14.1. Compliance with Nutrition International Policy



During the course of this Contract, the Consultant may be provided with access to NI information systems and electronic communication networks. The Consultant will abide by NI policies concerning use of its information systems and networks. NI will provide the Consultant with any such policies at the start of this Contract, or when policies are put into effect, and the Consultant will take the necessary steps to ensure compliance with these policies.

## 15. Procurement and Disposal of Assets

15.1. The Consultant shall be responsible and accountable for the procurement of goods, equipment and services for the deliverables/Services under this agreement, and shall respect the principles of transparency, integrity, competition, fairness and value for money. The Consultant shall maintain procurement files containing the relevant procurement documentation.

15.2. Assets acquired under this agreement are to be used for the purposes of the Agreement and it is the responsibility of the Consultant to take proper care of and ensure the security of such assets. In accordance with the approved Disposal of Asset Plan (in effect after approved in writing by NI), the Consultant shall dispose, before the end of the Agreement, of the assets which have an estimated lifespan greater than one year at the time of disposal, the Consultant must get approval from NI in writing, before disposing assets.

15.3. After Approval From NI, where the Consultant disposes of the assets, the following procedures shall be followed and documented in the final report:

- (a) An inventory list of assets, including all applicable guarantees, and any Work created under the Agreement, where applicable, shall be prepared, identifying the beneficiaries;
- (b) Written confirmation that the transfer has been made, duly signed by the Consultant and the beneficiary (ies).

## 16. Relationship with Nutrition International

### 16.1. Independent Contractor

In carrying out this Contract, the Consultant is acting as an independent contractor and not as an employee of NI. The Consultant is not empowered to bind NI, either expressly or otherwise, to any course of action, agreement or commitment of any kind, without the express written authority of NI.

### 16.2. Other activity of Consultant

The Consultant is free to provide his/her services to others during the course of this Contract, provided however that the Consultant will fully respect the commitments made to NI under this Contract, including all completion dates and deadlines for tasks and deliverables. The Consultant shall not, during the term of this Contract, or after its expiry, act in any manner that is prejudicial to the interests of NI or its good name.

### 16.3. Conflict of Interest

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

## 17. Acknowledgement of Risk



The Consultant acknowledges that the location and/or country in which the Services are to be performed now is, or hereafter may be, at risk due to many factors both known and unforeseen, including without limitation: the inability to procure materials or services, government laws, regulations or controls, riots, civil commotions, insurrection, sabotage, invasion, rebellion, military or usurped power, war or warlike operations, terrorism, acts of God or other factors whether of a like nature or not which is not caused by NI (the "Risk Factors"). The Consultant voluntarily agrees to perform the Services notwithstanding that one or more of the Risk Factors may occur. The Consultant hereby releases, indemnifies and forever discharges NI, its officers, directors, agents and representatives as well as any entity that may be able to make a claim against NI for contribution and indemnity (collectively, the "Releasees") from, and waives as against the Releasees, all recourses, losses or damages in contract, negligence or tort (including any consequential loss or damages, actions, causes or action, suits, claims and demands whatsoever including, without limitation, any claim based on the loss of ability to earn income, claim for injury, death, illness, delay, or cancellation), which the Consultant now has or hereafter may have for, or by reason of, or in any way arising out of, any injury to person or property, death or illness sustained or caused by the Consultant during the course of providing services under this Contract or as a result in whole or in part of the occurrence of one or more of the Risk Factors.

### 18. Insurance, Personal Safety and Health

The Consultant is solely responsible for maintaining his/her personal safety and good health during the period of this Contract. The Consultant is responsible for taking out at his/her own expense any insurance (travel, hospitalization, medical or third party liability) that he/ she considers to be necessary for the carrying out of this Contract.

### 19. Termination or Suspension for Convenience

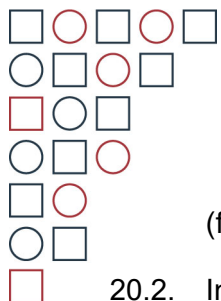
NI may, by written notice, suspend or terminate for convenience all or part of the Agreement, in which event the Consultant shall have no claim against NI by reason of such termination or suspension other than the reimbursement of reasonable and proper Eligible Costs actually incurred by the consultant up to the date of such termination or suspension, less any sums previously paid on account thereof. NI may reimburse proper and reasonable costs as provided under the Agreement. The termination or suspension will take effect on the date stipulated in the notice from NI.

### 20. Defaults and Remedies

20.1. NI may declare the following to be defaults under the Agreement:

- (a) In NI's opinion, a term, condition, commitment or obligation provided for in the Agreement has not been respected or complied with;
- (b) The Consultant becomes bankrupt or insolvent or is placed in receivership or takes the benefit of any statute relating to bankrupt and insolvent debtors, or is subject to an order made or a resolution passed for the winding-up of its operations;
- (c) There is a change in risk associated with the Consultant or this Agreement;
- (d) The Consultant, either directly or through its representatives, makes or has made a false or misleading statement or representation to NI in respect of any matter related to this Agreement other than in good faith;
- (e) The Consultant has either directly or through its employees, agents or representatives committed or allowed to be committed, either: i) willfully or with gross negligence or ii) without having taken all the reasonable steps to prevent the situation or iii) without having made its reasonable efforts





to monitor, a fraud, a corrupt practice or a misuse of funds, or is not compliant with Section 25 - Fraud and Corruption below, as determined by NI in its sole discretion, and  
(f) The Consultant is no longer eligible under the program's eligibility criteria.

20.2. In the event of a default, NI reserves the right to:

- (a) Reduce the funding level, withhold or suspend any payments or make any alternate arrangements;
- (b) Rescind the Agreement and immediately terminate any financial obligation arising out of it;
- (c) Require the repayment of amounts already paid.

20.3. The fact that NI refrains from exercising a remedy or any right herein shall not be considered to be a waiver of such remedy or right and, furthermore, partial or limited exercise of a remedy or right shall not prevent NI in any way from later exercising any other remedy or right under this Agreement or other applicable law.

## 21. Safeguarding, Social Responsibility and Human Rights

### 21.1. Responsibilities of the Consultant and the Consultants' Downstream Partners

Safeguarding, social responsibility and respect for human rights are central to NI's expectations of the Consultant and the Consultants' downstream partners supporting this agreement. It is the responsibility of the Consultant to ensure that its downstream partners comply with Section 21 in its entirety. The Consultant 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 or disability.

The Consultant 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.

The Consultant declares and guarantees that neither the Consultant, nor its employees involved in the Agreement:

- (a) have been convicted during a period of three (3) years prior to and since the submission of the proposal, by a court of law in Canada or in any other jurisdiction for an offence involving fraud, bribery, corruption, sexual misconduct, harassment, assault, or any related offense; or
- (b) are under sanction, for an offence involving fraud, bribery, corruption, sexual misconduct, harassment, assault, or any related offense, imposed by a government, an international governmental organization, or an organization providing development assistance.

### 21.2. Child Safeguarding

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



21.3. Gender Equality

The Consultant acknowledges that it has a Gender Equality Policy which aims to promote gender equality in all its operations to prevent gender discrimination. Should the Consultant not have a Gender Equality Policy, then [NI's Gender Equality Policy](#) shall be the guiding document. The Consultant 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.

21.4. Whistleblower Protection

The Consultant 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, if employees become 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 Consultant not have a Whistleblower Protection Policy, then [NI's Whistleblower Protection Policy](#) shall be the guiding document.

21.5. Sexual Harassment

The Consultant 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 Consultant 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 Consultant will ensure that its rules and procedures for the prevention, prohibition and punishment of sexual harassment of Individuals at the workplace are strictly enforced. Should the Consultant not have a Sexual Harassment Policy, then [NI's Sexual Harassment Policy](#) shall be the guiding document.

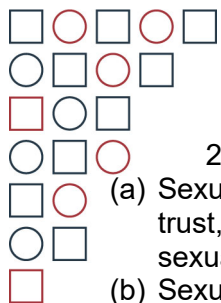
21.6. Sexual Misconduct

21.6.1. Recognizing that sexual exploitation and abuse (SEA) violate universally recognized international legal norms and standards and, aligned with Canada's commitment to the delivery of international assistance grounded in a human rights framework, the Consultant declares and guarantees that it has in place, and shall maintain in place for the duration of the Agreement, a publicly available code of conduct (the CoC) to prevent, investigate and respond to SEA.

21.6.2. The CoC shall be integrated across the Consultant's operations and shall, at a minimum, include the following provisions, which are based on GAC's guiding principles enunciated at [Sexual exploitation and abuse in international assistance](#) webpage:

- (a) Accountability processes integrated throughout the Consultant, including roles and responsibilities to ensure monitoring of, and compliance with, the CoC;
- (b) A mechanism for anonymous and confidential reporting and, fair and confidential investigative procedures to respond to all allegations of SEA;
- (c) Training on prevention of SEA and remedial measures when misconduct is found;
- (d) Measures including disciplinary action in cases of serious misconduct.

21.6.3. The Consultant shall provide access to its CoC to all Personnel, Local Partners and sub-Contractors, and shall promote protection from SEA. The Consultant shall ensure that all Personnel, Local Partners and sub-Contractors shall either: a) sign an attestation stating they shall respect the Consultant's CoC, or b) adopt their own policies and procedures to prevent SEA that shall be in keeping with the goals and objectives of the Consultant's CoC.



21.6.4. For the purpose of this Section 21.6.4, the following definitions apply:

- (a) Sexual exploitation: Any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.
- (b) Sexual abuse: Actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. All sexual activity with a child is considered as sexual abuse.
- (c) Protection from sexual exploitation and abuse (PSEA): The term used by the United Nations and non-governmental community to refer to measures taken to protect vulnerable people from SEA by their own staff and associated personnel.

21.6.5. The Consultant shall notify NI of any credible allegation of SEA in the delivery of Canadian international assistance which may involve NI's funding or which could put NI's funding or reputation at risk within forty eight (48) hours after determining that an allegation is credible.

## 22. Declarations and Guarantees

### 22.1. Power and Authority

The Consultant declares and guarantees that it is duly incorporated or legally constituted, that it is in good standing with the laws and has the power and authority to carry on its business, to hold property and to enter into this Agreement and undertakes to take all necessary action to maintain itself in good standing and to preserve its legal capacity during the term of this Agreement.

### 22.2. No Pending Suits or Actions

The Consultant declares and guarantees that it is under no obligation or prohibition, nor is it subject to or threatened by any actions, suits or proceedings that could or would prevent compliance with this Agreement and undertakes to advise NI forthwith of any such occurrence during the term of the Agreement.

## 23. Brand Visibility

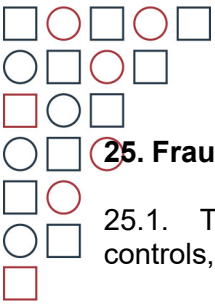
At no additional cost to Nutrition International, the Consultant agrees to take specific measures to ensure the visibility of Nutrition International in all communications activities related to this Agreement or social marketing campaign being funded. This will include, inter alia, the compulsory use of Nutrition International logo on all relevant print and electronic communications materials, as well as on product packaging for various commodities provided and paid by Nutrition International. It also includes the explicit and direct acknowledgement of Nutrition International funding at public facing activities.

The complete Brand Visibility Guidelines are available at:

[Nutrition-International-Brand-Visibility-Guidelines-for-Grantees.pdf \(nutritionintl.org\)](https://www.nutritionintl.org/Nutrition-International-Brand-Visibility-Guidelines-for-Grantees.pdf)

## 24. Monitoring and Evaluation

The Consultant shall permit or cause to be permitted any authorized representative of NI reasonable access to the site(s) of the Services to inspect and assess the progress of the Agreement and shall supply upon request such data and information as NI may reasonably require for monitoring and evaluation purposes. NI will keep the Consultant informed with respect to the results of such inspections and assessments. NI reserves the right to proceed with a follow-up review, whenever it deems it necessary, during the term of the agreement and for three (3) years following the expiry or early termination of the Agreement.



**25. Fraud and Corruption**

25.1. The Consultant acknowledges that it has rules and policies to adequately implement internal controls, in regards to anti-corruption, anti-fraud, anti-bribery and other situations of misuse of funds.

25.2. As signatory of the Organisation for Economic Co-operation and Development (OECD) Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (1997), and the United Nations Convention Against Corruption (UNCAC, 2007), the Government of Canada is committed to the fight against corruption, fraud and bribery. Therefore, NI reserves the right to take any appropriate action to address such practices, including recovering resources lost, suspending or terminating the Agreement.

25.3. The Consultant declares and guarantees that no offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone by the Consultant, either directly or indirectly, as an inducement or reward for the award or execution of the Agreement.

25.4. The Consultant declares and guarantees that neither the Consultant, nor its employees involved in the Agreement:

- (a) were convicted during a period of three (3) years prior to and since the submission of the proposal, by a court of law in Canada or in any other jurisdiction for an offence involving fraud, bribery or corruption or;
- (b) are under sanction, for an offence involving fraud, bribery or corruption, imposed by a government, an international governmental organization or an organization providing development assistance.

25.5. The Consultant declares and guarantees that it has taken all reasonable steps to assure itself that neither its Local Partners nor its Subcontractors, nor its Local Partners' or Subcontractor's employees involved in the Agreement:

- (a) were convicted during a period of three (3) years prior to and since the submission of the proposal, by a court of law in Canada or in any other jurisdiction for an offence involving fraud, bribery or corruption or;
- (b) are under sanction, for an offence involving fraud, bribery or corruption, imposed by a government, an international governmental organization or an organization providing development assistance

25.6. The Consultant shall notify NI immediately of any allegation or actual case of misuse of funds, fraud, bribery, corruption or financial irregularity which may involve NI's funding or which could put NI's funding at risk. The Consultant shall immediately provide to [confidential@nutritionintl.org](mailto:confidential@nutritionintl.org) with a copy to NI's representative identified in the Agreement, a written summary of such event including a description of the event, the amount involved, the actions taken or to be taken by the Consultant to resolve the issue and any additional information that will assist NI in its determination of the way forward.

25.7. The Consultant shall include a corresponding provision in any Subcontract that the Consultant enters into for the purposes of this Agreement.

## 26. Anti-Terrorism

26.1. The Consultant declares and guarantees that the funding for the purposes of the Agreement will not knowingly be used to benefit terrorist groups or individual members of those groups, or for terrorist activities, either directly or indirectly, as defined in the Criminal Code R.S.C., 1985, c. C-46 or those appearing on the Consolidated United Nations Security Council Sanctions List, as modified during the term of this Agreement. The Consultant shall notify NI immediately if it is unable to complete the Services/deliverables as a result of terrorism-related concerns.

26.2. The Consultant is responsible for consulting all relevant lists, even if the web addresses provided are no longer valid, in order to stay informed of the listed terrorist groups and their members and must ensure that the funds provided by NI do not benefit any listed terrorist entity and their members, any sanctioned groups or persons. Entities or individuals listed as terrorists can be found at the following web addresses:

- (a) [Criminal Code of Canada list](#)
- (b) [Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism \(RIUNRST\)](#)
- (c) The United Nations Security Council Consolidated Sanctions List is available on the [United Nations Security Council website](#) to implement the sanction measures imposed by the United Nations Security Council pursuant to resolutions 1267 (1999), 1989 (2011) and 2253 (2015) concerning ISIL (Da'esh), Al-Qaida, and associated individuals, groups, undertakings and entities, and pursuant to resolution 1988 (2011) concerning the Taliban and associated individuals;

26.3. NI will inform the Consultant in writing if it has identified implementing partner(s) that are associated directly or indirectly with terrorism. In such instance, NI will determine an appropriate course of action, including suspension or termination of this Agreement.

26.4. The Consultant shall include a corresponding provision in any Subcontract that the Consultant enters into for the purposes of the Agreement.

## 27. Economic Sanctions and Other Trade Controls

27.1. The Consultant declares and guarantees that funding for the purposes of the Agreement will not be knowingly used, either directly or indirectly, in a manner that contravenes economic sanctions imposed by Canada and enforced by regulations under the United Nations Act (R.S.C. (1985), c. U-2); the Special Economic Measures Act (S.C. (1992), c. 17); the Justice for Victims of Corrupt Foreign Officials Act (S.C. (2017), c. 21) as they are amended from time to time, or for activities that would contravene the provisions of the Export and Import Permits Act (R.S.C. (1985), c. E-19). Information on Canadian sanctions and export and import controls can be found at the following links:

- [Canadian sanctions](#)
- [Types of sanctions](#)
- [Export and import controls](#)

27.2. The Consultant shall consult the above links to be aware of the foreign governments, persons and activities subject to economic sanctions and other trade controls during the term of this Agreement.

27.3. The Consultant shall comply with the legislations and regulations related to economic sanctions and other trade controls, and with any modifications made to them, during the term of this Agreement.



27.4. The Consultant shall notify NI immediately if it is unable to complete the Services/deliverables as a result of sanctions or other trade controls. The Consultant agrees that if it does not comply with this Section, NI will determine an appropriate course of action, including the suspension or termination of this Agreement.

27.5. The Consultant shall include a corresponding provision in all Subcontracts it signs for the purposes of this Agreement.

**28. Lobbying**

28.1. The Consultant declares and guarantees that any person lobbying on its behalf, as defined in the [Lobbying Act of Canada, R.S.C., 1985, c.33 \[4<sup>th</sup> Supp.\]](#), is compliant with that Act.

**29. Conflict of Interest (Canadian Public Office Holders)**

29.1. The Consultant declares and guarantees that individuals who are subject to the provisions of the [Canadian Conflict of Interest Act \(S.C. 2006, c. 9, s.2\)](#), the Conflict of Interest Code for Members of the House of Commons, the Conflict of Interest Code for Senators, the Conflict of Interest and Post-Employment Code for Public Office Holders, Department of Foreign Affairs, Trade and Development's Values and Ethics Code, the Values and Ethics Code for the Public Sector, or any other applicable values and ethics codes cannot and will not derive any direct benefit resulting from the Agreement unless the provision or receipt of such benefit is in compliance with such legislation and codes.

**30. Official Languages**

30.1. All public information materials issued jointly by the Consultant and NI must be considered acceptable by both parties and be available in both of Canada's official languages (English and French). For all material, the Consultant must obtain written approval from NI.

30.2. With the approval of NI, the Consultant, will use every opportunity available to ensure the visibility and recognition of Canada's contribution to this Agreement in publications, speeches, press releases, websites, social media or other communications material in accordance with the Federal Identity Program which can be consulted at:  
[https://www.international.gc.ca/world-monde/funding-financement/public\\_visibility\\_recognition-visibility\\_reconnaissance\\_publique.aspx?lang=eng](https://www.international.gc.ca/world-monde/funding-financement/public_visibility_recognition-visibility_reconnaissance_publique.aspx?lang=eng)

30.3. The Consultant ensures that basic information about this Agreement and its deliverables, is available in both of Canada's official languages (English and French).

30.4. The Consultant takes the official language of minority communities into consideration in the planning and implementation of its activities, and makes reasonable efforts to promote both official languages, as applicable.

**31. Survival**

The following provisions survive the termination or expiry of this agreement and continue in full force and effect for an additional three (3) years: Section 10 - Financial Records and Audit Section 11 - Access to Information and Confidential Information, Section 13 - Intellectual Property Section 20 - Defaults and



Remedies, Section 24 - Monitoring and Evaluation, Section 33.4 - Compliance with Laws, Applicable Law and Jurisdiction, and Section 33.5 - Dispute Resolution.

**32. Nutrition International Representative**

For the purposes of this Contract NI will be represented by \$formula(\$program\_officer). Administrative and non-technical matters (invoices, notices, instructions, and the like) can be referred to \$formula(\$program\_assistant).

**33. General Terms**

**33.1. Notices**

Any notice or request required under the Contract shall be in writing in English. Such notice or request shall be deemed to be given when it has been delivered by hand, mail, email or facsimile to the Party to which it is required to be given at such Party's address as specified in the Contract, or at any other address as either Party may specify in writing.

**33.2. Assignment or Subcontracting**

Neither this Agreement nor any or all rights, duties or obligations under this Agreement may be assigned, charged, subcontracted or delegated by the Consultant without the prior consent in writing of NI. 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 Consultant of any of its obligations under the Agreement.

33.2.1. Subcontracts shall be in written form and shall be consistent with the provisions of the Agreement and include the necessary clauses to ensure the fulfilment of the Consultants obligations under this Agreement, including the requirements of Section 10 – Financial Records and Audit, Section 11 – Access to Information and Confidential Information, Section 13 - Intellectual Property and Section 22 – Declarations and Guarantees. The Consultant shall retain these agreements and supporting documents relating to their performance. These are subject to audit by NI as per Section 10 – Financial Records and Audit.

**33.3. Force Majeure**

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

**33.4. 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 Consultant may have to travel to as part of the Services. This Contract 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 Contract shall be filed and tried within the jurisdiction of the courts of the Province of Ontario.



33.5. Dispute Resolution

If there is a dispute between NI and the Consultant 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.

33.6. Entire Contract and Amendments

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

33.7. Transmission by Facsimile or Other Electronic Means

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

**34. Use of Nutrition International’s Logo**

Where the Consultant wishes to affix NI’s (or NI Donor’s) corporate identity (logo) on publications, banners, or any other form of material or products, the Consultant should contact an NI representative to obtain: a) approval for each use of the logo and, b) an authorized version of these logos.

**35. 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 agrees to all the terms and conditions herein. Please sign the electronic copy of this Agreement.