Request for Proposals: Ensuring Alignment with General Data Protection Regulation (GDPR)

Objective:
CGIAR seeks an individual or firm to work across its business units and make recommendations to ensure the CGIAR System Organization is fully aligned to the European Union’s General Data Protection Regulation (GDPR). The individual or the firm must have expertise in GDPR matters including approaches to privacy governance and employee training, GDPR data inventorying, GDPR third party risk management, GDPR privacy escalation policies & procedures.

Background/Context:
CGIAR is a global research partnership whose mission is to create a world with sustainable and resilient food, land, and water systems that deliver diverse, healthy, safe, sufficient, and affordable diets and ensure improved livelihoods and greater social equality within planetary and regional environmental boundaries. Our research is carried out in close collaboration with hundreds of partners, including national and regional research institutes, civil society organizations, academia, development organizations, and the private sector.

One CGIAR is a dynamic reformulation of CGIAR’s partnerships, knowledge, assets, and global presence, aiming for greater integration and impact in the face of the interdependent challenges facing today’s world and the need to deliver on the Sustainable Development Goals by 2030. As such, One CGIAR seeks operational integration, and the transition to such a system has provided the need to bring forward awareness of the CGIAR regulatory framework into its integrated operations.

The CGIAR System Organization is headquartered in Montpellier, France with approximately 60 staff and annual budget of USD 60 million. The System Organization is governed by the Charter of the CGIAR System Organization, and in collaboration with the CGIAR System Council, provides governance to the CGIAR System. The System Organization has an important role in facilitating and overseeing the development of effective and efficient implementation of the CGIAR Strategy and Results Framework. The System Organization enters into agreements with the trustee of the CGIAR Trust Fund, Funders, Centers and other relevant entities for funding CGIAR Research and other activities of the CGIAR System.

CGIAR System Organization recognizes that its operational alignment to the European Union’s General Data Protection Regulation (GDPR), despite the System Organization’s privileges and
immunities, is an important component of its operations. The System Organization seeks a consultant or firm to work across its business units to make recommendations to support the System Organization’s alignment to GDPR.

Scope of Work:

The selected consultant will provide the following services:

1. Assessment of the Organization’s alignment to the GDPR, including mapping of its data landscape and gap analysis (current state, future state, gap description).
   - Investigation and audit of personal data being collected, stored, retained and used by and on behalf of the Organization, across its offices.
   - Conducting key informant interviews across business units (human resources, financial accounting, information technology, communications, resource mobilization, science groups, and other offices).
   - Audit of the Organization’s contact relationship management (CRM) or equivalent system, monitoring and evaluation processes, marketing and communications protocols (including mass emailing practices, including the email signup/subscription process), IT security and privacy processes, HR systems and processes, etc.

2. Developing a prioritized action plan with specific recommendations (including how to close the identified gaps), schedule, and human and financial resource estimates to ensure and manage ongoing GDPR alignment.

3. Subject to approval of the action plan by the Organization, implement the action plan, including, without limitation:
   - Revisions to, and introduction of new policies (internal rules) and business processes (with clearly defined roles and responsibilities);
   - Revisions to, and introduction of new, contract templates (e.g., data processing agreement, consent forms, non-disclosure agreements, flows and breaches templates, etc.), and
   - A suite of tools and templates, both for internal use and for external auditing/diagnostic tools to understand compliance by partner organizations, and
(d) GDPR awareness presentation and training materials (and corresponding guidelines for internal and external use) for the Organization’s personnel and external partner organizations and other stakeholders

Deliverables and timeline:

(A) Assessment report of the Organization’s GDPR alignment status, including a thorough mapping of its data landscape and gap analysis and covering the results of item (1) above.
(B) Prioritized action plan, as described in item (2) above.
(C) Implementation of item (B) above, after approval by the Organization.

Contracting:

The firm should accept the CGIAR System Organization standard terms and conditions of contract in Annex 1.

If the firm requires amendment of specific clauses, the firm must submit those contract clauses or template for our review and consideration. Please submit in word format, as a separate document, along with the proposal.

CGIAR reserves the right to request additional information or clarification regarding the contract clauses or template during the evaluation process. Note that submitting suggested clauses or template does not guarantee the firm will be awarded the contract. Final contract negotiations will be conducted with the selected firm based on the evaluation results.

Required Proposal Content:

(A) Narrative proposal

A.1 General Information:

- Name of contractor/firm, contact person, title, mailing address, e-mail address, and telephone number.
- Brief company history, including years in business, number of employees, office locations.
- Vendor’s approach to and experience with international organization (IGO)/NGO/corporate GDPR compliance work.
- Particular areas of expertise including approaches to privacy governance and employee training, GDPR data inventorying, GDPR third party risk management, GDPR privacy escalation policies & procedures; GDPR policies & procedures; GDPR notice, choice, and fair processing statements, DPIA/PIA program development, GDPR incident response
program development, GDPR platform development, GDPR-compliant email marketing practices, etc.

A.2 Proposed Work Plan and Timeline:

- Summary of the bidder’s understanding of the objectives and requirements of this RFP.
- Suggested approach and meaningful description of work products/deliverables.
- Outline of the key steps, responsibilities, level of effort (number of hours/days) and proposed timelines to complete each item.
- Proposed timeline, with deliverable dates and estimated number of hours (or days) required for each milestone/deliverable.

A.3 Qualifications:

- Qualifications, skills and experiences of the individual who would provide the services, and if applicable, experiences of the firm in relation to the project.
- Examples of relevant and similar recent projects.
- References from at least three (3) prior clients to which recent projects have been provided previously, including their contact details.

(B) Fee Proposal

- Proposed fees should be itemized and presented in the proposal in US$.
- The proposal should indicate clearly on what basis the service is priced, i.e., hourly rate, daily rate or lump-sum or milestone payment for all services.

Travel: None anticipated, but the parties will discuss if it is deemed necessary after contract is signed.

Evaluation criteria:
Proposals will be evaluated based on the following criteria:

- Contractor or firm profile: 15%
- Qualifications and experiences of the bidder: 25%
- Work Plan and timelines: 25%
- References: 10%
- Cost: 25%

Bid Schedule and Dates:
The following schedule includes key milestones and their associated completion dates and is provided primarily for planning purposes. CGIAR System Organization may modify the project timeline at its discretion.

<table>
<thead>
<tr>
<th>Dates</th>
<th>Milestones</th>
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<tbody>
<tr>
<td>2 February 2024</td>
<td>Issuance of Request for Proposals</td>
</tr>
<tr>
<td>9 February 2024</td>
<td>Last date for request for clarification(s) on the RFP</td>
</tr>
<tr>
<td>16 February 2024</td>
<td>Last date to reply to questions received/late date for amendment</td>
</tr>
<tr>
<td>26 February 2024</td>
<td>Deadline for the submission of proposals. Late proposals will not considered.</td>
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<tr>
<td>6-8 March 2024</td>
<td>Oral presentation to the selection panel (Any changes will be communicated in advance)</td>
</tr>
<tr>
<td>22 March 2024</td>
<td>Notification and selection of the successful bidder</td>
</tr>
<tr>
<td>1 April 2024</td>
<td>Contract start date</td>
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</table>

**How to submit a proposal:**

Please submit a Narrative Proposal (max 5 pages) and a Fee Proposal **as two separate documents** to smo-bidding@cgiar.org. Both documents can be attached to the same email.

**All proposals must be received no later than midnight (Paris time) on 26 February 2024.** Only electronically submitted proposals will be considered.
Annex A-Consultant Agreement  
CONSULTANT AGREEMENT COVER SHEET

<table>
<thead>
<tr>
<th>Consultancy Service Recipient</th>
<th>CGIAR System Organization (CGIAR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>1000 avenue Agropolis, F-34394, Montpellier, Cedex 5, France</td>
</tr>
<tr>
<td>Phone</td>
<td>+33 4 67 04 7800</td>
</tr>
<tr>
<td>CGIAR Representative Name and Title</td>
<td>Click or tap here to enter text.</td>
</tr>
<tr>
<td>CGIAR Representative Phone/Email</td>
<td>Click or tap here to enter text.</td>
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<tr>
<td>Consultant Name (Consultant)</td>
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<tr>
<td>Consultant/Vendor ID</td>
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<tr>
<td>Project Name (Project)</td>
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<tr>
<td>Effective Date (Effective Date)</td>
<td>Click or tap to enter a date.</td>
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</table>
| Term of Agreement (Term)      | From: Click or tap to enter a date.  
To: Click or tap to enter a date. |
| Agreement Currency (Agreement Currency) | USD |
| Total Contract Sum – The total sum to be paid to the Consultant for the Services will not exceed this amount unless there is a written amendment adjusting the amount. | Click or tap here to enter text. |
| Payment by (select type)      | Choose an item.  
If “other” is selected, please input details here: |
| Invoices submitted to:        | smo-invoicing@cgiar.org  
Attention: SMO Financial Services |

This Agreement is governed by the “Agreement establishing the CGIAR System Organization as an International Organization” and recognized principles of international law, to the exclusion of any single national system of law. The Consultant will comply with all laws, ordinances, rules, and regulations relating to the performance of its obligations under the terms of this Agreement.

<table>
<thead>
<tr>
<th>Signed for CGIAR:</th>
<th>Signed for the Consultant:</th>
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<tbody>
<tr>
<td>Name: Click or tap here to enter text.</td>
<td>Name: Click or tap here to enter text.</td>
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<td>Title/Role: Click or tap here to enter text.</td>
<td>Title/Role: Click or tap here to enter text.</td>
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<tr>
<td>Date:</td>
<td>Date:</td>
</tr>
</tbody>
</table>
Terms and Conditions

This Consultant Agreement (“Agreement”) is entered into on the Effective Date by and between CGIAR and the Consultant.

Background
CGIAR is a registered international organization focused on attaining a world free of poverty, hunger, and environmental degradation.

The Consultant has represented that it has the necessary expertise and skills to assist CGIAR.

Based on the Consultant’s representations, CGIAR has decided to engage the Consultant to provide services to CGIAR.

The Consultant has agreed to provide the services as defined in this Agreement for the consideration and on the terms and conditions contained in this Agreement and the Parties agree as follows.

1. Annexes and definitions
The Annexes to this Agreement are as follows and form part of this Agreement:
   - Annex A – Terms of reference/Scope of Work
   - Annex B – Consideration and payment terms

Words and expressions identified or defined in the Annexes and in the remainder of this Agreement will have the identified or defined meaning assigned to them, unless the context otherwise requires.

The Cover Sheet to this Agreement forms part of the Agreement.

CGIAR and the Consultant will hereinafter be referred to individually as “Party” and collectively as the “Parties”.

2. Scope of work
The Consultant will provide all the services (“the Services”) as specified in the Terms of Reference/Scope of Work in Annex A and the other terms of this Agreement or as further or alternatively directed by CGIAR from time to time. The Consultant will be required to complete and submit to CGIAR an invoice outlining with sufficient specificity the work completed and any expenses incurred including any supporting documents such as receipts.

The Consultant will:
   - Exercise the highest standard of skill, care, ability, and diligence that would be expected of an expert professional provider of work such as the Services;
   - Act in good faith and in the best interests of CGIAR;
• Notify CGIAR as soon as it becomes aware of any event, issue, or circumstance which may adversely affect the performance of the Consultant’s Services or CGIAR; and
• Comply with all laws affecting the performance of the Services, including laws and procedures of the location where the Services are being performed if different than the laws governing this Agreement or the laws of the country of Consultant’s citizenship.

3. Consideration and payment terms
In consideration for the Services provided, CGIAR will pay the Consultant in accordance with Annex B (Consideration and payment terms) upon acceptance of Consultant’s invoice.

The Consultant will submit an invoice to CGIAR detailing their inputs. All undisputed payments to the Consultant will be made within thirty (30) days of the receipt of a valid invoice. If there are any disputed charges, CGIAR will notify the Consultant and the parties will work together in good faith to resolve such disputes. CGIAR may require the Consultant to submit additional information to assist in determining whether an amount is payable.

4. Taxes and other statutory deductions
The Consultant agrees that they will provide the Services as an independent contractor and, as such, will bear sole responsibility for the payment of any tax, including but not limited to income tax, which may be due from them in relation to any payments or arrangements made under this Agreement. CGIAR will not be liable, under any circumstances, for the Consultant’s tax obligations that may arise in connection with this Agreement. Both parties agree that, if required by the laws of the country in which the Services are provided or the laws governing this Agreement, if different, CGIAR may make necessary deductions from the Consultant’s fee. In all other cases, the Consultant is entirely responsible for making all legal and statutory payments.

The Consultant should note that the System Organization does not have a VAT/Tax Exemption number or intrastate number.

5. Independent contractors
The Parties agree that this Agreement creates an independent contractor relationship, not an employment relationship. This Agreement will not be construed as an authority for either Party to act for the other party in an agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other.

6. Term and termination
This Agreement will come into force on the Effective Date and will end on the Completion Date (“Term”) as set out in the Cover Sheet to this Agreement. Either Party may, either for cause of convenience, terminate this Agreement before its expiry, by giving the other Party thirty (30) days written notice.

On termination or earlier expiry of this Agreement, both Parties will continue to be bound by the confidentiality provisions as stated in this Agreement.

CGIAR System Organization Consultant Agreement (SO FN 01 PL 01 TL 09)
November 2018
Upon termination or earlier expiry of this Agreement, the Consultant agrees to immediately return to CGIAR all Confidential Information or other materials or documents relating to the Terms of Reference/Scope of Work and/or the Services that are in their possession. On termination or earlier expiry of this Agreement initiated by the Consultant, CGIAR will be entitled to recover from the Consultant any loss or damages incurred by it as a result of the termination.

7. Delay
The Consultant is responsible for ensuring that the Services are delivered on time. In the event that completion of the Services is delayed by the Consultant without CGIAR’s prior consent or through the Consultant’s fault, CGIAR may:

- Reduce the Fee by 1.5% for each day of delay; and/or
- Terminate this agreement and withhold the entire payment due to the Consultant where such delay is harmful to the work of the CGIAR.

Any delay by CGIAR in exercising its rights to terminate will not constitute a waiver thereof.

Failure to deliver the Services within the agreed timescales may affect the Consultant’s future opportunities with CGIAR.

8. Force Majeure
“Force Majeure” means an event or circumstance that impedes a Party from performing one or more of its obligations under this Agreement, provided that (a) such impediment is beyond its reasonable control; (b) it could not have been reasonably foreseen at the time of the conclusion of this Agreement; and (c) the effects of the impediment could not reasonably have been avoided or overcome by the affected Party.

In the absence of proof to the contrary, the following events affecting a Party shall be presumed to fulfil conditions (a) and (b) above:

- war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilization;
- civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy;
- currency and trade restriction, embargo, sanction;
- act of authority whether lawful or unlawful, compliance with any law or governmental order;
- plague, epidemic, natural disaster or extreme natural event;
- explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy; and
- general labor disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.

The Consultant must immediately notify CGIAR of the occurrence of an event considered as Force Majeure by the Consultant. The Consultant must take reasonable precautions, due care and reasonable alternative measures in order to mitigate the effects of the Force Majeure event.
Majeure. The Consultant must submit to CGIAR, reasonable proof of the nature, expected duration of the Force Majeure, and its effect upon the performance of their obligation under this Agreement.

Upon receipt of such notification from the Consultant, CGIAR must decide whether or not such event constitutes Force Majeure. If CGIAR considers an event of Force Majeure has occurred, CGIAR may, in its sole discretion, suspend the performance of the obligations by the Consultant under this Agreement until such time the events constituting Force Majeure have ceased or terminate this Agreement by providing written notice of not less than seven (7) days to the Consultant where the duration of the impediment substantially alters what CGIAR reasonably expected under this Agreement.

9. Representations and warranties

The Consultant represents to CGIAR that they are duly qualified to perform the Services and has the requisite qualifications, knowledge, experience and ability to perform the Services for CGIAR pursuant to this Agreement. The Consultant acknowledges and agrees that CGIAR’s decision to engage them was made on the basis of the representations, statements and information furnished by them to CGIAR. In this connection, the Consultant warrants and represents that all such representations, statements and information given by them to CGIAR are true and correct. The Consultant agrees to inform CGIAR, in writing, of any changes in such representations, statements and information promptly and, in any case, within three (3) days of such change.

The Consultant agrees to comply with all applicable laws, rules and statutory provisions, and other requirements and will not, in the performance of this Agreement, accept, offer, pay or give any inducements, gratification, bribes, or indulge in any acts, omissions, or conduct which would amount to an offence under any law for the time being in force.

The Consultant agrees to and acknowledges any and all risks connected with performing the Services and will actively manage the risks associated with the performance of the Services under this Agreement.

The Consultant will observe and comply with all directions of CGIAR issued through its management and authorized personnel and with all policies, rules, and regulations. The Consultant further agrees to comply with all the reasonable requests, instructions and regulations made by CGIAR (or by anyone authorized by it) and give to CGIAR such explanations, information, and assistance as CGIAR may reasonably require.

The Consultant agrees to CGIAR storing and processing their personal data and consents to CGIAR exporting their data for the purpose of business activities.

The Consultant agrees that the onus is on the Consultant before the Commencement Date of this Agreement to contact and obtain instructions from CGIAR as to whom and the times at which the Consultant will report to CGIAR with respect to particular aspects of the Services and particular obligations under this Agreement.
The Consultant agrees to provide reports and other documents in accordance with the instructions of CGIAR.

10. Expenses
Subject to the terms set out in Annex B, the Consultant will be permitted to obtain reimbursement for official expenses properly incurred for the purpose of performance of this Agreement, provided such expenses are reasonable and have been approved in writing in advance by CGIAR. The Consultant will provide proper documentation and proof of payment (original receipts, bills etc.) evidencing all the expenses incurred by the Consultant within thirty (30) days of incurring such expense(s), failing which CGIAR will not be liable to reimburse.

11. Policies, procedures, and conflicts of interest
The Consultant will also comply with and follow all Policies, Guidelines, Standard Operating Procedures, and Safety and Security Plans as provided by CGIAR.

The Consultant agrees not to engage in any activity, practice, or conduct that conflicts with or appears to conflict with the interests of CGIAR; however, the Consultant may provide similar services to third parties that do not in any way prejudice the provision of Services to CGIAR under this Agreement. Furthermore, the Consultant agrees to notify CGIAR of any situation involving an actual or potential conflict of interest which may arise in the course of performance by the Consultant of any obligation pursuant to this Agreement.

12. Confidentiality
The Consultant acknowledges that during the Term of this Agreement with CGIAR the Consultant may become acquainted with or have access to Confidential Information and agrees to maintain the confidence of the Confidential Information and to prevent its unauthorized disclosure to or use by any third party.

“Confidential Information” means any CGIAR proprietary information, technical data, trade secrets or know-how, including, but not limited to business information, personally identifiable information, bid or tender related documents, proposal process, research, marketing, technical, financial information, product plans, pricing information, products, services, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, and any other information relating to its personnel, affiliates, or agents disclosed to the Consultant by CGIAR either directly or indirectly. All information gathered under this Agreement by the Consultant including but not limited to the contents of this Agreement and all reports and recommendations hereunder will also be treated as Confidential Information. The Consultant will not disclose or use any Confidential Information except to the extent that such disclosure or use is:

- Strictly necessary for the performance of the services;
- Required by law;
- Authorized by prior written approval from CGIAR; or
- Already in or comes into the public domain otherwise than through the Consultant’s unauthorized disclosure.
The Consultant agrees that this obligation applies during the Term and after termination of the Agreement.

The Parties agree to take all reasonable steps to ensure the integrity and confidentiality of the personally identifiable information obtained pursuant to this Agreement and will:

- follow all CGIAR Policies, Guidelines, Standard Operating Procedures, and Business Processes relating to the handling and protection of CGIAR and Confidential Information;
- observe the privacy principles in any data protection legislation of the Jurisdiction country;
- not disclose, use, or hold any personal data in breach of any data protection legislation of the Jurisdiction country; and
- indemnify each other for any Loss due to any breach of any data protection legislation.

13. Intellectual Property protections

All data, results, discoveries, inventions, improvements, reports and other works of authorship, trade secrets, and any other work product or deliverables (collectively, "Invention/Work(s)"), whether or not patentable or subject to copyright, which may be made, written, conceived or otherwise provided by the Consultant in performing the Services, either alone or in conjunction with others, in whole or in part, is work made for hire and will be the sole and exclusive property of CGIAR. The Consultant agrees upon CGIAR’s request and at CGIAR’s expense to provide reasonable cooperation and assistance in the prosecution, defense, and maintenance of any such patent and copyright rights. Unless and until covered by Letters of Patent or otherwise disclosed to the public by CGIAR, the Consultant will treat all such Inventions/Works as Confidential Information. Upon the completion or termination of the Services, the Consultant will promptly return to CGIAR all Confidential Information and any Inventions/Works developed in the course of providing the Services.

The Consultant may not publish, exhibit, or lecture on matters directly relating to the Services, unless the Consultant first obtains CGIAR’s prior written consent thereto (which CGIAR may grant or deny in its sole discretion), and the manuscript, exhibit, or speech will have been approved in writing by CGIAR. CGIAR specifically reserves the right to use for any purpose, to reproduce, use, and disseminate all or part of any paper written utilizing data generated from this Agreement or the Services and any such written paper will be treated as an Invention/Work.

The Consultant will be responsible for ensuring that no data or information of any nature owned by a third party is included in any data or Invention/Work as part of the Services without the prior written permission of the copyright owner and without clearly identifying such data or information to CGIAR prior to or at time of delivery to CGIAR.

In the event that the Consultant includes any pre-existing Invention/Work in any Invention/Work produced as part of the Services pursuant to this Agreement, the Consultant will clearly identify such pre-existing Invention/Work to CGIAR prior to or at the time of delivery to CGIAR and CGIAR will have a non-exclusive perpetual worldwide license to use such...
Invention/Work to the extent necessary to make use of the Services and any Invention/Work created pursuant to this Agreement.

14. Indemnity
The Consultant indemnifies and agrees to keep CGIAR, including its officers, directors, employees and agents, indemnified from and against any loss, damages, expenses or costs (including costs of any settlement) arising from any claim, demand, action, suit or proceeding that may be made or brought by any person against CGIAR, its officers, directors, employees and agents or any of them for or in respect of:

- personal injury or death of any person; or
- loss of or damage to any property or any other loss or damage arising out of or as a consequence of the performance or failure to perform the Services, any breach of the terms of this Agreement and/or breach of warranty or representation, statutory duty, and/or tortious acts or omissions by the Consultant.

It is clarified that under no circumstances will CGIAR be liable to the Consultant or any third party in connection with the Services or any other act or omission performed by the Consultant under or in connection with this Agreement.

15. Personal health and insurance
The Consultant certifies that they are in good health and to the best of their knowledge do not have any medical condition which would preclude the undertaking of the Services as described in this Agreement.

The Consultant confirms that they are aware of any inoculations required for the country or countries to which any travel has been authorized in relation to the provision of the Services.

The Consultant confirms that they have adequate medical and other insurance coverage, including travel insurance, for the Term of this Agreement.

The Consultant is responsible for all aspects of health for themselves. Insurance claims against CGIAR cannot be entertained if vaccination and prophylactics procedures appropriate to the areas where the Services are performed have not been followed.

16. Non-solicitation
During the term of this Agreement and for twelve (12) months following expiration or termination of this Agreement, the Consultant will not, without the consent of CGIAR, either directly or indirectly solicit, induce, recruit, persuade, or otherwise endeavor to cause or attempt to cause any employee, consultant, or sub-contractor engaged with CGIAR to cease working for or with CGIAR.

17. Notices
Notices will be in writing and will be delivered either by prepaid and registered post, by hand, by facsimile, or by email to the other party (in the case of a notice sent by post at the address CGIAR System Organization Consultant Agreement (SO FN 01 PL 01 TL 09)
November 2018
specified in this Agreement or such other address as is subsequently notified by one party to the other).

Notices will be deemed to have been received:

- If sent by prepaid registered post, on the day the mail would be delivered in the ordinary course of mail;
- If hand delivered by 5pm on a business day in the place of receipt, that business day, otherwise the following business day in the place of receipt;
- If sent by facsimile, successfully sent (as noted on the sender’s fax machine) by facsimile by 5pm on a business day in the place of receipt, that business day, otherwise the following business day in the place of receipt; and
- If by email, the date of acknowledgement of receipt of the email by the other party by return email.

18. Miscellaneous

This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter covered, and all prior agreements, understandings, covenants, promises, warranties, and representations, oral or written, express or implied, not incorporated in this Agreement are superseded.

This Agreement may not be amended or changed in any way except in writing, dated and signed by both Parties.

The following clauses will survive termination of this Agreement:

- Taxes and other statutory deductions
- Representations and warranties
- Confidentiality
- Indemnity
- Personal health and insurance
- Non-solicitation
- Miscellaneous

In the event any one or more of the provisions (or portion(s) thereof) of this Agreement are held invalid or otherwise unenforceable, the remaining portion of any such provision and of the other terms of this Agreement will continue in full force and effect to the fullest extent permitted by applicable law.

No rights or obligations of or services to be rendered by the Consultant under this Agreement will be assigned, transferred or subcontracted to any third party without the prior written consent of CGIAR.

A right under this Agreement will only be waived if the waiver is in writing and signed by the relevant party. Waiver by either party of any provision of this Agreement will not be construed as a waiver of any other provision.
Notwithstanding anything to the contrary herein, any reference to Policies, Guidelines and Standard Operating Procedures will mean such documents of CGIAR as may be issued from time to time.

The Parties will cooperate with each other in all aspects of this Agreement and will from time to time, as may be required, execute and deliver all such further documents and instruments and take all actions as the other party may reasonably require to effectively carry out the full intent and meaning of this Agreement.

19. Assignment
No rights or obligations of or Services to be rendered by the Consultant under this Agreement will be assigned, transferred, or subcontracted to any third party without the prior written consent of CGIAR.
Annex A: Terms of Reference/Scope of Work

Description of Services:
Click or tap here to enter text.

Responsibilities of Consultant:
Click or tap here to enter text.

Responsibilities of CGIAR:
Click or tap here to enter text.
Annex B: Consideration and Payment Terms

**Specific Terms**

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<thead>
<tr>
<th>CATEGORY</th>
<th>TERMS</th>
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<tbody>
<tr>
<td>☐ Hourly Rate</td>
<td>&lt;&lt;Insert amount&gt;&gt; per hour.</td>
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<tr>
<td>☐ Daily Rate</td>
<td>&lt;&lt;Insert amount&gt;&gt; per day.</td>
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<td>The Consultant will submit a timesheet reflecting the rate as</td>
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<td>indicated above on a:</td>
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<td>☐ Weekly basis.</td>
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<td>OR</td>
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<td>☐ Monthly basis.</td>
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<tr>
<td>☐ Milestone Payment</td>
<td>&lt;&lt;Insert details of milestone payments&gt;&gt;</td>
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<tr>
<td>☐ Lump Sum Payment</td>
<td>Amount as indicated on the Cover Sheet and details as</td>
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<td></td>
<td>indicated in Annex A.</td>
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<td>Allowances</td>
<td>☐ Subsistence allowance will be provided whereby the</td>
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<td>Consultant must submit receipts and will be reimbursed for</td>
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<td></td>
<td>actual costs incurred.</td>
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<td></td>
<td>OR</td>
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<td></td>
<td>☐ Not Applicable</td>
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<tr>
<td>Travel required for</td>
<td>☐ The Consultant will pay for reasonable Service-related economy</td>
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<tr>
<td>performing the Services</td>
<td>travel and accommodation expenses and will be reimbursed upon:</td>
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<td></td>
<td>• Sufficient written evidence to CGIAR verifying the</td>
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<td></td>
<td>incurrence of payment;</td>
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<td></td>
<td>• Presentation of an Expense Reimbursement Report;</td>
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<td></td>
<td>and</td>
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<td>• Prior written approval of the expenditure by CGIAR.</td>
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<td></td>
<td>Upon request and approval by the contact manager, the</td>
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<td></td>
<td>System Organization may provide advance payments to the</td>
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<td></td>
<td>Consultant to cover anticipated expenses related to the</td>
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<td></td>
<td>consulting services. These advance payments are intended</td>
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<td>solely for business expenses. If the Consultant fails to</td>
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<td></td>
<td>substantiate or report these expenses with valid receipts</td>
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<td></td>
<td>and documentation on time, the System Organization</td>
</tr>
</tbody>
</table>

CGIAR System Organization Consultant Agreement (SO FN 01 PL 01 TL 09)
November 2018
reserves the right to deduct the unaccounted advance payments from future consulting fees. Any remaining advance payments shall be reimbursed as per the terms outlined in this Agreement.

Unless otherwise stated in the contract, during the time when the consultant is traveling, the consultant will be eligible to bill up to 50% of their rate during travel time.

OR

☐ Not Applicable

| Payment | Payment will be made upon submission of invoices, timesheets, and satisfactory completion of each input. CGIAR reserves the right to withhold payment on any line item presented in the invoice and request supporting documentation for the charges. Payments will be made within 30 days of receipt by CGIAR of a valid invoice and any appropriate supporting documentation such as timesheets or receipts from you detailing the Services provided and expenses claimed. Payment is made in accordance with the terms of this Agreement. The amount payable is fixed for the term of this Agreement unless varied in accordance with this Agreement. All amounts are paid in the Currency as indicated on the Cover Sheet. The Consultant will be entirely responsible for all risks arising out of any currency fluctuations and bank charges associated with this Agreement. CGIAR will be entitled to deduct any sums that the Consultant may owe to CGIAR at any time. Payment in full or in part or any expenses claimed will be without prejudice to any claims or rights CGIAR has against the Consultant in respect of the provision of the Services. |
| Acceptance Standards | In the event that the Services are not provided to a satisfactory standard, CGIAR may: • Withhold up to 20% of the Fee; |
• Request that the materials be revised at no additional cost to CGIAR to a satisfactory standard (CGIAR to determine what constitutes a satisfactory standard and to provide feedback and guidance on such if requested). Failure to revise the materials to a satisfactory standard will result in no Fee being payable; or

• Terminate this Agreement and pay for only the proportion of the Services that have been completed to a satisfactory standard as at the date of termination.

Failure to deliver satisfactory Services may affect the Consultant’s future opportunities with CGIAR.

Taxes
Except as provided by this clause, all taxes, duties and charges imposed or levied in connection with the performance of this Agreement will be borne by the Consultant.

Unless otherwise instructed, the amount of tax listed on Consultant’s invoice will be shown as a separate item together with the method of calculation.

The Consultant acknowledges that CGIAR will withhold any taxes which it is required to withhold by applicable laws.

The Consultant acknowledges that it has not received any taxation advice from CGIAR and understands that all its taxation obligations remain the responsibility of the Consultant.

Accounting Records
The Consultant will keep all records, including but not limited to invoices issued for payments pertaining to the Services for a period of seven (7) years following the expiration or termination of this Agreement. The records kept pursuant to this clause will at all reasonable times be available for an open inspection by CGIAR or a delegate of CGIAR who will be at liberty to take copies or extracts from the records.