



REQUEST FOR PROPOSALS:

Gender and the intersectionality of various forms of social underrepresentation:

Development of a framework and recommended actions for development finance institutions (DFIs)



This Request for Proposal (RFP) including any attachment(s) may be privileged or otherwise protected from disclosure and are subject to the Confidentiality Agreement contained in Appendix F.

	REQUEST FOR PROPOSAL (RFP):	21-741
	TITLE OF RFP:	Gender and the intersectionality of various forms of social underrepresentation: development of a framework, an approach and recommended actions for development finance institutions (DFIs)
	ISSUE DATE OF RFP:	September 01, 2021
	RFP SUBMISSION DATES:	Expression of Interest: September 20, 2021 Full Proposal: November 12, 2021

STRUCTURE OF THE RFP	3
1. INTRODUCTION	4
1.1 BACKGROUND	4
1.2 2X CHALLENGE	4
1.3 PURPOSE AND OBJECTIVES	4
1.4 INVITATION TO PROPONENTS	5
1.5 NO GUARANTEE OF VOLUME OF WORK OR EXCLUSIVITY OF CONTRACT	6
1.6 DEFINITIONS	6
2. THE RFP PROCESS	8
2.1 RFP CLARIFICATION PROCESS	8
2.2 SUBMISSION DEADLINES	8
2.3 EXPRESSIONS OF INTEREST	9
2.4 RFP EVALUATION	10
2.5 SELECTION OF PREFERRED PROPONENT	12
2.6 CONTRACT AWARD	12
2.7 PREFERRED PROPONENT REPRESENTATIVE	12
2.8 NO GUARANTEE OF A DEFINITIVE AGREEMENT	13
3. CONTRACTUAL DELIVERABLES	13
3.1 SCOPE OF WORK AND DESIRED OUTCOMES	13
3.2 ADMINISTRATION	16
4. TERMS AND CONDITIONS	17
4.1 PROPONENTS, PARTNERS AND SUBCONTRACTORS	17
4.2 COLLUSION	17
4.3 CONFLICTS OF INTEREST	18
4.4 PROPONENT'S COSTS AND EXPENSES – NO DAMAGES	18
4.5 RESERVED RIGHTS OF FINDEV CANADA	18
4.6 GENERAL CONDITIONS	20
APPENDIX A-1 & A-2 – AGREEMENT KEY TERMS AND CONDITIONS	24
APPENDIX B – COMPLIANCE & PRIVACY REQUIREMENTS	2
APPENDIX C – PRICING FORMS	3

APPENDIX D – WEIGHTED DECISION MODEL 4

APPENDIX E – CONSORTIUM NOTIFICATION FORM 5

APPENDIX F – CONFIDENTIALITY AGREEMENT 6

STRUCTURE OF THE RFP

This RFP document is structured in 4 Parts:

Part 1: Introduction

Part 2: The RFP Process and Proposal Requirements (Rated)

Part 3: Contractual Deliverables

Part 3 of this RFP contains the Contractual Deliverables (Deliverables) that the Preferred Proponent must provide.

Part 4: Terms and Conditions

Pertaining to the resulting Agreement between FinDev Canada, the Preferred Proponent and any other members of the 2X Plus Task Force (as applicable).

Note: Defined terms for this RFP and associated Appendices will be capitalized and found in Section 1.6.

1. INTRODUCTION

1.1 BACKGROUND

Intersectionality refers to the interconnected nature of social categorizations such as race, class and gender as they apply to a given individual or group regarded as creating overlapping and interdependent systems of discrimination or disadvantage. Events around the world and the resultant momentum of the Black Lives Matter (“BLM”) movement in 2020, have highlighted the painful fact that social inequality, discrimination and disadvantage still deeply permeate our societies and institutions.

Development finance institutions (“DFIs”) members of the 2X Plus Task Force have committed to provide the 2X Challenge members with the technical support to build a “2X Plus” framework, which will enable 2X Challenge members to assess intersectionality and the opportunities to enhance fair representation and inclusion in investments that meet the 2X Challenge Criteria.

1.2 2X CHALLENGE

The [2X Challenge](#) is an initiative and commitment from the G7 DFIs, launched in 2018, to mobilise capital for private sector investments that support the world’s women. The initiative seeks to support businesses that provide women in emerging economies with access to financing, leadership opportunities, quality employment, and products and services that enhance their economic participation and inclusion. Over time, additional financial institutions have joined or adopted the 2X Challenge. The initiative had set itself the target to collectively mobilize \$3 billion in investments that empower women by 2020 and has reached and overshot this target in June 2020. A new target of mobilizing \$15 billion in investments that empower women by 2022 has been set. Besides a bold commitment, the 2X Challenge has offered a pragmatic way to identify investments that empower women, by proposing five “2X Criteria”: Entrepreneurship, Leadership, Employment, Consumption and Indirect investments (investments through financial intermediaries). See the 2X Challenge [website](#) for more information on the criteria.

Events of 2020 highlighted the social inequalities in society, both because of the COVID-19 pandemic that increases inequalities, as well as the Black Lives Matter movement. It has shown the importance for public as well as private organizations to take action. The 2X Challenge members have created a “2X Plus Task Force” on the intersectionality of diversity, equity and inclusion (“DEI”) of underrepresented groups to reflect on what an intersectional approach to gender equality in the private sector could look like in the emerging markets where DFIs invest. The 2X Plus Task Force understands that social inequality is a complex and sensitive topic, and that its manifestations vary by country and regions.

To fully understand the complexity and developing an appropriate approach, the 2X Plus Task Force recommends securing expert help from a consultant or consortium of consultants reflective of the Target Regions where DFIs operate. FinDev Canada (as a member of and on behalf of the 2X Plus Task Force) is conducting this RFP on behalf of the Task Force.

1.3 PURPOSE AND OBJECTIVES

The 2X Plus Task Force proposes to bring on board a consultant or consortium of expert consultants from Target Regions (see Section 1.6 for definitions) to support 2X Challenge members to develop an approach on intersectionality and DEI in its engagement with clients and investees throughout the investment process. This approach should complement and strengthen the DFI’s approach to gender equality (2X Criteria), and allow DFIs to address DEI in an appropriate and constructive manner, allowing for recognition of best practices and room for improvement.

Reporting to a single project lead, the Proponent will support the 2X Plus Task Force to:

- Provide for each Target Region a scoping/mapping of social inequalities, especially underrepresented women, and how the dynamics of exclusion play out in a private sector context. It is understood that within the Target Regions there are many differences between excluded groups. The aim is for the mapping to provide DFIs with increased understanding of areas that may require greater attention in their investments in each region. The mapping can

follow the economic roles as identified in the 2X Criteria: entrepreneurs, leadership, employment, consumers, either served directly by organizations or indirectly via financial intermediaries;

- For financial intermediaries, identify potential disparities that might exist both at the General Partner and Limited Partner level and within their portfolio;
- Beyond the scoping, provide an overview of risks and opportunities for (not) including underrepresented groups in the context of private sector investments, by taking into account the current frameworks, policies (including the IFC Performance Standards) and investment processes, as well as environmental, social and governance (“ESG”) practices. Both main risks and opportunities can relate to the business case (buy-in from local communities, reputation and branding, integration of local market knowledge) as well as impact case (improving livelihood of underserved people). The overview should also identify ways in which DFIs can (negatively) impact, even if involuntarily, existing social biases.
- Propose a framework and recommended actions for DFIs to take to support inclusion and representation of underrepresented groups in private sector investments that meet the 2X Criteria (“2X Plus Framework”), across the spectrum of investments and financial services offered by DFIs. The 2X Plus Framework should propose workable solutions that can be implemented by DFIs with their investments, for example: topics to address and questions to ask during due diligence, proposed action items and suggested timeframes. Most importantly, the framework should provide a business case on the importance of DEI in this field.

The Preferred Proponent is expected to have the following profile:

- Proven work experience on intersectionality and DEI;
- In-depth knowledge of the trends and factors, including relevant standards and frameworks, related to intersectionality, socially excluded groups and inclusion;
- Experience in, or working with, the financial sector, including private equity;
- Experience with social (risk) assessments in Target Regions;
- Experience with relevant stakeholders - including private sector companies, governments, DFIs or international financial institutions (IFIs) and others;
- Knowledge of investment approaches and processes;
- Representation in Target Regions. The team of consultants working on this project shall be diverse, gender-balanced and composed of representatives from the Target Regions;
- Fluency in written and spoken English.

1.4 INVITATION TO PROPONENTS

This RFP is an invitation to Proponents to submit Full Proposals for the provision of goods and/or services as more fully described in Part 4 of this RFP – Contractual Deliverables. FinDev Canada (on behalf of the 2X Plus Task Force) will use this RFP to describe its requirements (rated), ask Proponents for their proposed solutions, describe the terms and conditions of this RFP process, describe the criteria which will be used in evaluating the Proposals and set out the terms and conditions under which Preferred Proponent will be contracted.

The scope of services is broad and a single Proponent may not offer the wide range of services required. Proponents can either be a single organization or a Consortium, to be led by one Lead Consultant. Proponents interested in responding to this RFP are encouraged to collaborate to form consortia to reflect the Target Regions. The Lead Consultant will be the contact in relation to this RFP.

1.5 NO GUARANTEE OF VOLUME OF WORK OR EXCLUSIVITY OF CONTRACT

Although this RFP includes a scope of work in all the Target Regions, Proponents understand and agree that the Agreement may only cover one of the Target Regions. FinDev Canada makes no guarantee of the minimum or maximum value or volume of work to be assigned to the Preferred Proponent. The ultimate scope of work and Agreement executed with the Preferred Proponent may not be for all Target Regions contemplated under this RFP. The Agreement executed with the Preferred Proponent will not be an exclusive contract for the provision of the described Contractual Deliverables. FinDev Canada may contract with others for the same or similar Contractual Deliverables to those described in this RFP or may obtain the same or similar Contractual Deliverables internally.

1.6 DEFINITIONS

Unless otherwise specified in this RFP, capitalized words and phrases have the meanings set below:

“Business Day”	Means any day of the week except Saturday and Sunday when FinDev Canada is open for business.
“Comply” or “Compliant”	For the purposes of this RFP, “Comply” and “Compliant” means that the Proposal conforms to the Requirements without material deviation or reservation. In the sole and absolute determination of FinDev Canada, a “material deviation or reservation” is one: <ul style="list-style-type: none">• which affects in any substantial way the scope, quality or performance of the proposed Requirement;• which results in the material component of a Requirement not being complied with; or• whose rectification would affect unfairly the competitive position of other Proponents with Proposals complying with the Requirements identified in the Request for Proposals document or potential proponents who might have submitted a response to this RFP.
“Consortium”	Means two (2) or more Proponents who have submitted a “Consortium Notification Form” in accordance with Appendix E to this RFP.
“Contractual Deliverable” or “Deliverable”	Means the requirements specified in Part 4 of this RFP “Contractual Deliverables” and its related Appendices, by the use of the word “shall”. No response to Contractual Deliverables or Deliverables is necessary in the RFP Proposal. By submission of a response to this RFP each Proponent is deemed to agree to comply with the Contractual Deliverables or Deliverables as stated if selected as the Preferred Proponent.
“Contradictory Information”	Means conditional or qualifying statements or any ambiguity between the Proposal and the Deliverable.
“Expression of Interest”	Means the preliminary documentation submitted to FinDev Canada by the Proponent in response to this RFP.
“FinDev Canada Contact”	Means Yolanda Banks (Director, Corporate Affairs and Operations) info@findevcanada.ca All communication with FinDev Canada is to be directed via email to the above email address and must reference the RFP number. Proponents are not permitted to contact any other individuals at FinDev Canada or any members of the 2X Plus Task Force in relation to this RFP. See RFP Timetable for the RFP Clarification Period and Submission Date and Time.

“Financial Proposal”	Means the Full Proposal requirements which include the Pricing Forms and financial assessment section of this RFP
“Full Proposal”	Means the final documentation submitted to FinDev Canada by the Proponent in response to this RFP including any supporting or supplementary information provided by a Proponent and accepted in writing by FinDev Canada for purposes of clarification and/or validation as part of the evaluation of the Proposal.
“Full Proposal Submission Deadline”	Means, in respect of the Full Proposal, the deadline specified in Section 2.2.
“DEI”	Means the intersectionality of justice, diversity, equity and inclusion.
“Lead Consultant”	Means the consultant or entity designated as the lead and main contact person on behalf of any Consortium.
“Non-Compliant”	For the purposes of this RFP, “Non-Compliant” means that the Proposal does not conform to the Mandatory Requirements as set out in this RFP
“Preferred Proponent”	Means the individual Proponent or Lead Consultant (on behalf of a Consortium) with which FinDev Canada enters into an Agreement for the provision of Deliverables under this RFP.
“Proponent”	Means an identified entity that has submitted an Expression of Interest, by the deadline specified in Section 2.2.
“Rated Requirement”	A rated item is identified throughout this RFP by the words “rated”, “should” and/or followed by the symbol “(R)” and will be assigned points based on pre-determined scoring criteria. Each rated item has an associated weight in the decision model (see Appendix D “Weighted Decision Model”). Responses to rated items will be evaluated on the extent to which they meet or exceed the requirements.
“RFP”	Means this Request for Proposal.
“RFP Process”	Means the process as described at Section 2 of this RFP, and also includes Proposal requirements. For clarity, the RFP process begins with the issuance of the RFP and its documents and ends when FinDev Canada and the Preferred Proponent have executed a definitive agreement.
“Selection Committee”	Means representatives from the 2X Plus Task Force.
“Target Regions”	Means collectively Africa, Asia, Latin America and the Caribbean (“LAC”), and “Target Region” can designate any one of them.
“Total Evaluated Price”	Means the amount that will be established using the prices provided by the Proponent in the Pricing Forms attached as Appendix C.
“Work”	Means the whole of the work, services, products and materials required to be done, furnished and or performed by the Preferred Proponent in order to carry out the RFP requirements.
“2X Challenge”	Means that commitment made by certain development finance institutions to orient capital towards business investments and transactions with the potential to meaningfully impact women’s economic empowerment in accordance with the 2X Criteria.

"2X Criteria"	Means the ownership criteria, leadership criteria, employment criteria and consumption criteria as defined by the 2X Challenge, and as may be amended from time to time.
"2X Plus Task Force"	Means development finance institution members of the 2X Challenge participating in a sub-group task force on DEI, notably FinDev Canada, Nederlandse Financierings-Maatschappij voor Ontwikkelingslanden N.V ("FMO"); United States International Development Finance Corporation ("DFC"); Deutsche Investitions- und Entwicklungsgesellschaft ("DEG"); CDC Group plc ("CDC"); the International Finance Corporation ("IFC").

2. THE RFP PROCESS

In accordance with FinDev Canada’s Procurement Policy, FinDev Canada (in this case, acting on behalf of the 2X Plus Task Force) undertakes competitive procurement processes (such as an RFP) that demonstrate fair treatment of all Proponents.

2.1 RFP CLARIFICATION PROCESS

Should a Proponent or Consortium discover discrepancies, ambiguities, or omissions in this RFP, or should a Proponent or Consortium be in doubt as to the meaning of any requirement (whether Rated (R) or Contractual Deliverable), or have concerns about meeting a requirement, it should immediately notify the FinDev Canada Contact. FinDev Canada will not be responsible for any misunderstanding on the part of the Proponent or any Consortium concerning this RFP or its process. All requests will be given due consideration and FinDev Canada will, in its sole determination, make adjustments or not make adjustments based on FinDev Canada’s business requirements.

A Proponent or Consortium is solely responsible for identifying and seeking such clarifications to the specifications as may be required to fully understand and cost the Work to be carried out in the event of contract award. FinDev Canada will not consider any claims for additional payments not identified in the resulting Agreement. Questions about the intent or meaning of any part of this RFP may be asked up to the RFP Clarification deadline as indicated in the RFP Timetable in Section 2.2.

Questions must be in writing and must be sent by email to the FinDev Canada contact: info@findevcanada.ca. At the discretion of FinDev Canada, clarifications may be issued as an addendum and sent to each Proponent or Consortium. Proponents or any Consortium must not address any questions on the RFP to any FinDev Canada officer or employee verbally and FinDev Canada will not respond to verbal questions relating to the RFP.

2.2 SUBMISSION DEADLINES

To be considered, proposals must be submitted as follows:

	EMAIL:	<ol style="list-style-type: none"> 1. An electronic copy (PDF or MS Word preferred), which may be comprised of multiple files <i>And</i> 2. A separate electronic copy of the Financial Proposal (PDF or MS Excel preferred).
	LAUNCH OF RFP	September 01, 2021.
	DEADLINE FOR SUBMISSION OF EXPRESSION OF INTEREST:	16H00 Montreal, Canada (local time) on September 20, 2021. “Official Time Clock” is the time displayed on the FinDev Canada server.

PUBLICATION OF NAMES AND CONTACT DETAILS OF ALL THOSE SUBMITTING EXPRESSIONS OF INTEREST	Date September 27, 2021.
END OF QUESTION PERIOD	Date October 12, 2021.
DEADLINE FOR SUBMISSION OF CONSORTIUM NOTIFICATION FORM	Date October 18, 2021.
DEADLINE FOR SUBMISSION OF FULL PROPOSALS	Date November 12, 2021.
NOTIFICATION OF FINAL SELECTION	Date December 04, 2021.
LABELING:	Label all emails with the title and RFP number.
SUBMISSION ADDRESS:	[info@findevcanada.ca]

Each Proponent or Lead Consultant (on behalf of a Consortium) shall assume full responsibility for delivery and deposit of the Consortium Notification Form (to the extent applicable) and completed Full Proposal no later than the specified “Deadline for Submission of Consortium Notification Form” and “Deadline for Submission of Full Proposals”, respectively, as indicated above. FinDev Canada is not responsible for any loss or delay with respect to the delivery of the Consortium Notification Forms or the Full Proposals.

Subject to any reserved rights of FinDev Canada, **ANY FULL PROPOSAL RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL NOT BE CONSIDERED.**

In the evaluation process, the evaluation team cannot review material that was not submitted within the Full Proposal. For further clarity as an illustrative example: if the Proponent or Consortium provides a link to a website for substantiating information, this would be considered “information provided after the submission date” and information contained on the website would not, therefore, be considered during the evaluation process (i.e. neither in response to a mandatory nor a rated requirement.) **In the case where a sample is to be provided, screen shots of the example will be accepted as a link cannot be evaluated.**

Links to external websites and embedded documents are not permitted in the Full Proposal documentation.

2.3 EXPRESSIONS OF INTEREST

The purpose of the Expressions of Interest is to encourage the formation of Consortium, considering the unique and broad regional nature of this RFP. Proponents can only be part of one (1) Consortium. Consortium that include partnerships between consultants within the relevant regions are encouraged.

Interested Proponents are invited to submit Expressions of Interest to FinDev Canada (on behalf of the 2X Plus Task Force) via a simple e-mail and description of their relevant expertise, by the submission deadline specified in Section 2.2. The Proponent consents, by submission of its Expression of Interest, that any names and business contact details included in any such Expression of Interest will be shared with all other participating Proponents.

NB: individual consultants are welcome to form or participate in up to one (1) Consortium. However, Proponents do not need to be part of a Consortium to be considered as part of this RFP.

Expressions of Interest should be submitted in English by email to the FinDev Canada Contact.

FinDev Canada makes no representation, warranty, endorsement, recommendation or guarantee as to the qualifications, skills or any other attribute or quality of any Proponent. The Proponent acknowledges that FinDev Canada is only publishing the names and business contact details of entities who submit an Expression of Interest, and FinDev Canada has not independently verified, endorsed, recommended or guaranteed any such entities whatsoever.

2.4 RFP EVALUATION

Proposals received will be evaluated in accordance with the selection methodology described below. The following details the steps in the selection methodology and the selection criteria:

STAGE I	FULL PROPOSAL	DESCRIPTION	<p>Individual Proponents or Lead Consultants (on behalf of a Consortium) are invited to submit a Full Proposal.</p> <p>Full Proposals should outline in respect of the individual Proponent or all members of the Consortium:</p> <ul style="list-style-type: none"> • Company/group profile, organization and staffing (max. 2-3 pages); • Details of previous project experience or similar assignments undertaken in the previous five years, including information on contracting entity/client, project location/country, duration (mm/yy to mm/yy), expert months provided (if different from duration), main activities, and objectives, and highlighting any experience with the financial sector (max. 2-3 pages); • An Annex with the curriculum vitae (CVs) of key experts who would carry out the assignment, detailing qualifications, experience in similar assignments. • A description of the issues on DEI that DFIs face through their operations in emerging markets, the interpretation of the consultant and how the Framework will address this (max. 1 page); • A detailed outline for the scope of work, including for the different sections: <ul style="list-style-type: none"> ○ Proposed content; ○ Proposed approach, methodology and data sources; • A Gantt chart summarizing the proposed activities and timelines; • Financial Proposal (delivered in a separate document) including: cost estimate for the assignment, an itemized budget in accordance with Section 3.2.2 (Budgeting and Payment) and Appendix C (Pricing Forms).
---------	---------------	-------------	--

			<p>NB: Full Proposals submitted by a Lead Consultant on behalf of a Consortium must detail all members of the Consortium, and in an annex, must provide a letter from each partner providing information about itself, noting the relationship between the Lead Consultant and the partner organization(s) and expressing the intent to collaborate:</p> <ul style="list-style-type: none"> • In the case where a Consortium is selected: <ul style="list-style-type: none"> o The Agreement shall be signed with the Lead Consultant and the Lead Consultant is responsible for the performance of the Consortium under the Agreement to achieve the proposed objectives. o The Lead Consultant will be accountable for all funds. FinDev Canada assumes no liability whatsoever in respect of appropriate disbursement or distribution of funds as among Consortium members. o The Lead Consultant must undertake to inform the FinDev Canada Contact of any changes to the membership of the consortium. <p>FinDev Canada (on behalf of the 2X Plus Task Force) reserves the right to reassess any Full Proposal if, following submission, the membership of a Consortium changes, including through the withdrawal of a member of the Consortium.</p> <p>Full Proposals should be submitted in English by email to the FinDev Canada Contact Person.</p> <p>NB: In the case where a Consortium is selected, there will be a single Agreement executed with the Lead Consultant.</p>
		<p>RATED CRITERIA (100 POINTS)</p>	<p>A selection committee comprised of members of the 2X Plus Task Force will review the Full Proposals against the following criteria. In the case where a Lead Consultant has submitted a Full Proposal on behalf of a Consortium, all members of the Consortium will be evaluated against the following criteria:</p> <ul style="list-style-type: none"> • Demonstrated previous project experience or similar assignments undertaken in the past five years (25%) • Strength and diversity of the team proposed, organizational capacity to deliver within the required timeframe, use of experts drawn from Target Regions (20%) • Experience in, or working with, the financial sector, including private equity (20%) • Demonstrated understanding of the problem the mandate is attempting to address (20%) • Methodology and innovative approaches (15%)
<p>STAGE II</p>	<p>FINANCIAL ASSESSMENT</p>	<p>SELECTION CRITERIA</p>	<p>In Stage I, the top two (2) rated submissions with compliant Financial Proposals will be evaluated using a cost/benefit or best value analysis.</p> <p>For example, if a Proponent scores a total of 73 points in Stage I and their price is \$100,000.00 then the total cost is divided by the total score resulting in a dollar</p>

			<p>value per point. ($\\$100,000.00/73=\\$1369.86/\text{point}$). FinDev Canada will use the $\\$/\text{point}$ calculation as part of its best value analysis.</p> <p>Note: These numbers are used for illustrative purposes only and the Proponent should refer to the Weighted Decision Model in Appendix D table for the actual percentages.</p> <p>FinDev Canada (on behalf of the 2X Plus Task Force) reserves the right to clarify with an individual Proponent or Lead Consultant (on behalf of a Consortium), arithmetical errors in any Full Proposals received where such errors affect the Total Evaluated Price or any other of the prices bid. Arithmetical corrections to extended totals will only be made based upon the unit prices submitted by the Proponent. Corrections to extensions based on unit prices, sums, differences or any other arithmetical operations will be identified by FinDev Canada and may be clarified in each instance with the Individual Proponent or Lead Consultant, as applicable.</p>
--	--	--	--

NOTE: Submission of Additional Information

FinDev Canada (on behalf of the 2X Plus Task Force) without liability, cost or penalty, may in its sole discretion and at any time after Full Proposals have been submitted, or received, seek clarification from any individual Proponent or Lead Consultant (on behalf of a Consortium) with respect to its Full Proposal.

FinDev Canada (on behalf of the 2X Plus Task Force) will request additional information or clarification about an individual Proponent’s or Consortium’s Full Proposal by sending a written inquiry to an e-mail address that an individual Proponent or Lead Consultant (on behalf of a Consortium) shall provide in its Full Proposal. The individual Proponent or Lead Consultant (on behalf of a Consortium) shall provide a timely written response (via email) in the time period set out in the request for clarification. Any written information received by FinDev Canada from an individual Proponent or Lead Consultant (on behalf of a Consortium) in response to a request for clarification shall be considered an integral part of the individual Proponent’s or Consortium’s Full Proposal, as applicable.

Links to external websites are not permitted

2.5	SELECTION OF PREFERRED PROPONENT
<p>After the assessments of Stage I, the top two (2) scoring Full Proposals will have their Financial Proposals reviewed on a cost benefit basis (i.e. value for money) relative to the scores achieved.</p>	
2.6	CONTRACT AWARD
<p>The Preferred Proponent will be expected to enter into discussions with FinDev Canada (on behalf of the 2X Plus Task Force) on the detailing of their Full Proposal based on the terms and conditions in Appendix A-1 and A-2.</p>	
2.7	PREFERRED PROPONENT REPRESENTATIVE
<p>On being designated the Preferred Proponent by FinDev Canada (on behalf of the 2X Plus Task Force), the Preferred Proponent will name a duly authorized representative who may be its solicitor or an officer or individual with decision-making authority and notify FinDev Canada of same.</p>	

2.8 NO GUARANTEE OF A DEFINITIVE AGREEMENT

All Proponents acknowledge and agree that when an individual Proponent or Lead Consultant (on behalf of a Consortium) is selected as the Preferred Proponent, neither FinDev Canada nor the Preferred Proponent will be bound to enter into a definitive agreement; however, a Preferred Proponent will be expected to negotiate in good faith and make commercially reasonable efforts to agree upon the terms of, and enter into a definitive Agreement, substantially in the form of Appendix A-2, and including (without limitation) the minimum acceptable standard terms and conditions in Appendix A-1 (*Non-Negotiable Terms and Conditions*) .

The Preferred Proponent shall be expected to negotiate a definitive agreement in accordance with the material provisions of its Full Proposal. In the event that FinDev Canada and the Preferred Proponent are not able to come to a definitive Agreement, FinDev Canada may discontinue negotiations with the Preferred Proponent and may, if it chooses, enter into negotiations with the second rated Proponent. An invitation to negotiate does not create any legal obligations on FinDev Canada unless a final definitive agreement has been executed as between the parties.

3. CONTRACTUAL DELIVERABLES

This section of the document details the Contractual Deliverables that each individual Proponent or Lead Consultant (on behalf of a Consortium) shall provide to FinDev Canada (on behalf of the 2X Plus Task Force) in order to be considered.

Every Requirement does not necessarily require a specific or separate response. By submission of a Full Proposal in response to this RFP, the individual Proponent or Lead Consultant (on behalf of a Consortium) is agreeing to provide the Contractual Deliverables identified in this section at the prices or using the pricing methodology identified in the individual Proponent's or Consortium's Financial Proposal as appropriate. The individual Proponent or Lead Consultant (on behalf of the Consortium) should, therefore, immediately notify FinDev Canada (on behalf of the 2X Plus Task Force) should there be any need for clarification or request for an amendment to the Deliverables. Any changes as a result of the clarification process may be issued via addendum by FinDev Canada (on behalf of the 2X Plus Task Force) to all Proponents.

In the event that a Proposal submitted by an individual Proponent or Lead Consultant (on behalf of a Consortium) contains Contradictory Information, FinDev Canada reserves the right to, in its sole and absolute discretion, determine whether the response complies with the Contractual Deliverables, or whether the response is non-compliant or may seek clarification from the individual Proponent or Lead Consultant (on behalf of the Consortium). Proponents are advised that any such Contradictory Information may result in the Full Proposal being deemed non-compliant which will mean that the Full Proposal shall not be given any further consideration. It is understood that FinDev Canada has no obligation to seek any clarification from individual Proponents or Lead Consultants (on behalf of a Consortium). This clause is to be interpreted solely for the benefit of FinDev Canada and not for the benefit of any Proponent.

3.1 SCOPE OF WORK AND DESIRED OUTCOMES

Specific Deliverables will cover the following and time for review and comments by FinDev Canada (on behalf of the 2X Plus Task Force) has been built into the deadlines. Based on the final workplan delivered by the individual Proponent or Lead Consultant (on behalf of a Consortium) the deliverables will be made more specific, but deliverable should include at a minimum the following:

3.1.1 MAPPING OF KEY TYPES OF UNDERREPRESENTED GROUPS

The 2X Plus Task Force acknowledges that intersectionality and DEI is highly context specific. It is therefore understood that the approach of inclusion of underrepresented groups should be tailored accordingly. The individual Proponent or Consortium will provide a scoping of key types of socially excluded groups, especially underrepresented women (including, but not limited to Black, Indigenous, other racial, sexual and ethnic minorities, displaced people, etc.), and illustrate how the dynamics of exclusion play out in a private sector context. This scoping will be done for each respective Target Region. Proponents or

Consortium should develop the final product recognizing that, within the broad Target Regions, sub-regional approaches may be necessary, respectively.

3.1.2 BASELINE ASSESSMENT

The individual Proponent or Consortium will perform desk research to assess current practices of 2X Challenge members on inclusion. This will include assessment on applied definitions on inclusion of underrepresented groups, policies and strategies, as well as practices along the investment cycle. Additionally, there will be an assessment of frameworks available (preferably used by other investors) to address intersectionality and DEI. This assessment will allow the Proponent to identify best practices in the field, as well as gaps in both policies as well as in implementation practices. The baseline assessment will:

- Cover 2X Challenge members (DFIs) that are volunteering to be part of the analysis;
- Review of documents (policies, processes, etc.), as well as interviews with 2X Challenge members (DFIs) that are volunteering to be part of the analysis;
- Review other (development finance) investors that apply best practices in inclusion of underrepresented groups;
- Include interviews with key external experts and stakeholder organizations on gender and intersectionality in each region.

The Baseline Assessment results in an overview of approaches of DFIs to DEI, as well as a gap analysis with regards to best practices.

3.1.3 FRAMEWORK FOR INTERSECTIONALITY AND DEI

Based on the Baseline Assessment, the individual Proponent or Consortium will provide clear recommendations and action items, which can be implemented by the DFIs. These will include the following:

- For direct investments, the Proponent should offer recommendations on improvements that could be made by counterparties such as investee companies to enhance DEI in their business operations;
- For indirect investments, DFIs can play important roles at the Limited Partner (LP)/General Partner (GP) levels in investment funds; in this regard, the Proponent should offer recommendations on improvements that could be made by GPs/ LPs to encourage greater attention to DEI; in addition, the individual Proponent or Consortium should offer recommendations for improvements at the DFI level itself in selection of investment fund managers in Target Regions to aim for greater indigenization;
- Allow 2X Challenge DFIs to better identify socially excluded groups, as well as appropriately and effectively address the desire to increase diversity and inclusion, and specifically underrepresented women during the investment process, including:
 - overview of useful sources, research and other available materials for DFIs to use for assessment of the role of socially excluded groups the markets in which 2X Challenge DFIs operate;
 - overview of available tools and (anti-bias) training which can be used by DFIs to both address the topic of social inclusion during the investment cycle, as well as be offered to clients (borrowers and investees); these would include: proposed questions to ask and when in the investment cycle these should be raised; indicators to recognize best practices and ways to address with clients potential areas for improvement; identification of networks and programs that could be useful to clients;
 - as appropriate, overview of local partners DFIs should bring on board;
- Offer insights on the risks of failure to include underrepresented groups over the lifetime of investments;
- Offer pragmatic approaches of how during the investment cycle DFIs can offer better opportunities for fair representation and DEI, across all 2X Criteria.

Based on these recommendations and action items, the individual Proponent or Consortium will propose a *2X Plus Framework for the 2X Challenge*, i.e. a simple engagement framework with an intersectional lens under the 2X Challenge. The Proponent or Consortium will also prepare a summary that can be used for external publication.

The Framework should be applicable both for direct investments, as well as indirect investments via financial intermediaries. The Framework should specifically offer recommendations on improvements that could be made through investments through funds, and possible interventions at Fund manager, as well as the underlying portfolio, level.

3.1.4 DELIVERABLES SCHEDULE			
NO.	DELIVERABLE	DESCRIPTION	DEADLINE
1	Alignment meeting with 2X Plus Task Force	Review Full Proposal to ensure common understanding of the mandate.	1 week after signature of Agreement/start date
2	Workplan, including approach to deliver on: <ul style="list-style-type: none"> • Mapping of underrepresented groups per Target Region (as applicable) • Baseline assessment • Framework for DFIs to address Intersectionality and DEI 	The approach and methodology for implementing the assignment. The workplan will be reviewed by the 2X Plus Task Force and be finalized in a progress call.	2 weeks after assignment start date.
3	Interim Report #1 and key deliverables: <ul style="list-style-type: none"> • Mapping of key types of socially excluded groups, per Target Region (as applicable) • Baseline assessment finalized, including an overview of current approaches and gaps compared to best practices 	<ul style="list-style-type: none"> • Interim report (max 6 pages, excl. annexes) focusing on progress made. • Baseline assessment as described under Section 3 Contractual Deliverables. • A short presentation (6 slides) reflecting progress made will form the basis of a progress call the 2X Plus Task Force. 	8 weeks after acceptance of the Workplan.
4	Interim Report #2 and key deliverables: <ul style="list-style-type: none"> • Draft Framework for intersectionality and inclusion of DEI within a DFI's portfolio investments (both direct and indirect investments) 	<ul style="list-style-type: none"> • Interim report (max 10 pages, excl. annexes) with progress made and providing drafts of the respective deliverables should be annexed. • A short presentation (8 slides) reflecting progress made will form the basis of a call with the 2X Plus Task Force to discuss next steps. 	6 weeks after acceptance of Interim Report #1 and baseline assessment.
5	Final report and Final presentation	<ul style="list-style-type: none"> • Final report (includes 2 page Executive Summary, plus max. 10 - 15 page report, excl. Annexes); final report should include the final Framework for intersectionality and 	4 weeks after Interim Report #2 and draft approach.

		<p>inclusion of DEI, as well as their findings, recommendations and action items.</p> <ul style="list-style-type: none"> • Version of the final report that can be used for external publication. • A preliminary presentation reflecting key findings and proposed approach to the 2X Plus Task Force internal stakeholders of DFIs. Possibility to include webinar, including external stakeholders. • An online presentation/ webinar presenting the results of the assessment and the proposed approach to an audience comprised of DFI staff, including impact and strategy staff, environmental, social and governance (ESG) experts and investment professionals. • This may be expanded with an external webinar for stakeholders, presenting the external summary. 	
TOTAL			20 weeks

3.2 ADMINISTRATION

3.2.1 INVOICING

Pricing shall be fixed cost (in USD, all taxes included). The fixed cost is to include all expenses and applicable taxes and should be outlined in a breakdown of the fixed cost.

3.2.2 BUDGETING AND PAYMENT

The proposed payment schedule will be as follows:

	OUTPUT AREA DELIVERABLE	PERCENTAGE OF TOTAL BUDGET
1	Alignment meeting with 2X Plus Task Force	-
2	Workplan submitted and approved by funders	10
3	Interim report #1	35
4	Interim report #2	35
5	Final report and Final presentation	20

3.2.3 START AND DURATION

The Agreement shall last up to six (6) months. Estimated timing of commencement is December 2021 (subject to compliance approval). The final Contractual Deliverables are expected by April 2022.

4. TERMS AND CONDITIONS

4.1 PROPONENTS, PARTNERS AND SUBCONTRACTORS

A Proponent or bidding entity can be either a single organization or a Consortium. Consortiums must be led by a Lead Consultant and set out the proposed participation and responsibilities of each company in the Consortium and also provide either a copy of a signed agreement between the Consortium members or a description of the business arrangement. The Lead Consultant will be the contact in relation to this RFP and will be the entity with whom FinDev Canada (on behalf of the 2X Plus Task Force) signs the Agreement.

Should Proponents wish to participate as part of a Consortium, the Lead Consultant must complete Appendix E, Consortium Notification Form, by the "Consortium Notification Form Deadline" specified in Section 2.2.

4.2 COLLUSION

By submitting a Full Proposal, each individual Proponent or Consortium certifies that its Full Proposal has been prepared without any connection, knowledge, comparison of information or arrangement with any other individual Proponent or Consortium (or any employee, representative, subcontractor, supplier, or agent thereof), and in every case, each individual Proponent or Consortium is responsible to ensure that its participation in this RFP process is conducted fairly and without collusion or fraud.

Should an individual Proponent, Consortium, the Preferred Proponent, or any of their respective agents, subcontractors, partners or third-party participants give or offer any gratuity to, or attempt to bribe any member of FinDev Canada or the 2X Plus Task Force, or directors, officers, agents or employees of FinDev Canada or 2X Plus Task Force, or attempt to commit fraud against FinDev Canada or 2X Plus Task Force, FinDev Canada may disqualify the individual Proponent/ Consortium/

Preferred Proponent, declare any offer or award of a contract void forthwith and/or terminate any contract then in effect immediately, without penalty or prejudice.

4.3 CONFLICTS OF INTEREST

All Proponents are required to disclose to the FinDev Canada Contact any real or potential conflicts of interest or any situation that may be perceived as a conflict of interest as soon as such conflict arises. A conflict of interest includes, but is not limited to: personal relationships between FinDev Canada or any member of the 2X Plus Task Force, or their respective officials, directors, officers, employees, agents or independent consultants and the Proponent, any of its directors, officers, employees, agents, subsidiaries and parent organizations.

If FinDev Canada (on behalf of the 2X Plus Task Force), at its sole discretion and at any time, is of the view that a conflict of interest exists or could be perceived to exist, it shall have the right to disqualify the affected Proponent, terminate negotiations with the Preferred Proponent immediately, or terminate any agreement then in effect with the Preferred Proponent immediately, without prejudice or penalty. Without limiting FinDev Canada's rights to take any of the foregoing actions, FinDev Canada may also ask the Proponent or Preferred Proponent to take such measures as FinDev Canada deems necessary to resolve the conflict of interest and if such conflict is resolved to the satisfaction of the appropriate FinDev Canada authorities, the Proponent need not be disqualified and any negotiations or agreements then in effect may not need to be terminated.

4.4 PROPONENT'S COSTS AND EXPENSES – NO DAMAGES

Any and all costs incurred by an individual Proponent or Consortium in responding to this RFP, including costs incurred in making necessary studies for the preparation of the RFP, to procure or contract for any goods and services, to respond to FinDev Canada's (on behalf of the 2X Plus Task Force) questions, to conduct demonstrations, or any other related activities including travel, living, incidental and other out of pocket costs shall be borne solely by the individual Proponent or Consortium. The rejection of any or all proposals for any reason shall not render FinDev Canada liable for any costs, expenses or damages incurred by any individual Proponent or Consortium. All proposal documents will become the property of FinDev Canada.

4.5 RESERVED RIGHTS OF FINDEV CANADA

1. Make available to those who have expressed interest and to the 2X Plus Task Force the names and business contact details of any or all Proponents and the name of the Preferred Proponent;
2. Request written clarification or the submission of supplementary written information in relation to a clarification request from any or all Proponents, incorporate a Proponent's response to that request for clarification into a Proponent's proposal or communicate the clarification to all Proponents;
3. Adjust a Proponent's scoring or reject a Proponent's proposal on the basis of:
 - 3.1. A financial analysis determining the actual cost of the proposal when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established);
 - 3.2. Information provided by references;
 - 3.3. The Proponent's past performance on previous contracts with FinDev Canada or any member of the 2X Plus Task Force;

- 3.4. The information provided by a Proponent pursuant to FinDev Canada exercising its clarification rights under this RFP process; or
- 3.5. Other relevant information that arises or is obtained during this RFP process;
4. Waive formalities of this RFP;
5. Accept proposals which substantially comply with the requirements of this RFP;
6. Verify with any Proponent or with a third party any information set out in a proposal;
7. Check references other than those provided by any Proponent;
8. Disqualify any Proponent whose proposal contains misrepresentations or any other inaccurate or misleading information;
9. Disqualify any Proponent or the proposal of any Proponent who has engaged in conduct prohibited by this RFP or by FinDev Canada's policies;
10. Make amendments to this RFP. Any revision shall be issued as an addendum to this RFP and shall be distributed to all participating Proponents by e-mail. If such an addendum is issued, the Deadline for Submission may be extended by FinDev Canada if, in its sole opinion, more time is necessary to enable Proponents to revise their responses. The addendum shall state any such change to the Deadline for Submission but FinDev Canada is not required to extend the Deadline for Submission under any circumstances;
11. Select any Proponent other than the Proponent whose proposal reflects the lowest cost to FinDev Canada or the highest overall score;
12. Select any Proponent with whom FinDev Canada will commence the negotiation process. FinDev Canada reserves the right, in its sole discretion, to cease negotiation with the Preferred Proponent at any time and for any reason, and commence negotiations with any other Proponent at any time and for any reason;
13. Cancel this RFP or RFP process at any stage;
14. Cancel this RFP or RFP process at any stage and issue a new RFP for the same or similar deliverables;
15. Accept any Proposal in whole or in part;
16. Negotiate with any Proponent different or additional terms to those contemplated in this RFP or in any Proponent's proposal;
17. If a single Full Proposal is received, reject the Full Proposal of the sole Proponent or Consortium and cancel this RFP process or enter into direct negotiations with the sole Proponent or Lead Consultant (on behalf of the Consortium);
18. Select a Preferred Proponent based on the scores assessed for the full proposal and financial proposal only (i.e. at the discretion of FinDev Canada not conduct the Proponent Presentations/Demonstrations);
19. Reject any or all Full Proposals in its absolute discretion; or
20. Change any and all dates, schedules, or deadlines of this RFP from time-to-time without liability whatsoever.

These reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances.

By submitting its Full Proposal, the Proponent or Consortium authorizes the collection by FinDev Canada of the information set out under clauses (6) and (7) above in the manner contemplated in those subparagraphs.

It is acknowledged and understood by each Proponent that this Section is to be interpreted solely for the benefit of FinDev Canada and not for the benefit of any Proponent and that FinDev Canada is under no obligation to waive any of its rights to strict compliance under this RFP.

4.6 GENERAL CONDITIONS

4.6.1 LIMITATION OF LIABILITY

Neither FinDev Canada nor any member of the 2X Plus Task Force shall be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any individual Proponent, Lead Consultant, Consortium or any third party resulting from FinDev Canada or any member of the 2X Plus Task Force exercising any of their express or implied rights under this RFP. No Proponent, Lead Consultant, or Consortium shall have any claim for compensation of any kind whatsoever, as a result of participating in this RFP, and by submitting a Full Proposal each Proponent or Consortium shall be deemed to have agreed that it has no claim.

Notwithstanding any other provision of the RFP, the RFP is not a tender and is not an offer to enter into either a bidding contract (often referred to as “Contract A”) or a contract to provide the Deliverables (often referred to as “Contract B”). Neither the RFP nor the submission of a Full Proposal by a Proponent or Lead Consultant (on behalf of a Consortium) will create any legal or contractual rights or obligations whatsoever on any of the Proponents, FinDev or any member of the 2X Plus Task Force. No legal relationship or obligation of any kind whatsoever will be created between any Proponent, FinDev or any member of the 2X Plus Task Force until the successful negotiation and execution of a written definitive Agreement.

4.6.2 STATUS OF THE CONTRACTOR

The Preferred Proponent will be engaged as an independent Contractor under the Agreement for the sole purpose of performing the Work. Neither the Preferred Proponent nor any of its personnel are engaged as employees, servants or agents of FinDev Canada or any member of the 2X Plus Task Force.

4.6.3 AMENDMENTS

No amendment to the RFP shall be binding unless it is incorporated into the RFP by written amendment executed by the authorized representatives of FinDev Canada.

4.6.4 CONDUCT OF THE WORK

The Preferred Proponent represents and warrants that it is competent to perform the Work; and it has the necessary qualifications, including knowledge, skill and experience to perform the Work, together with the ability to use those qualifications effectively for that purpose.

The Preferred Proponent shall supply all resources, expertise and services necessary for the performance of the Work.

The Preferred Proponent shall carry out the Work in a diligent and efficient manner; ensure the Work is of proper quality, material and workmanship; and meets all requirements of the Proposal.

4.6.5 SUBCONTRACTING

The Preferred Proponent shall obtain the consent of FinDev Canada in writing prior to subcontracting or permitting the subcontracting of any portion of the Work at any tier or changing any subcontractor.

In any Subcontract, the Preferred Proponent shall, unless FinDev Canada otherwise consents in writing, ensure that the subcontractor is bound by terms and conditions of the Agreement.

4.6.6 ASSIGNMENT

No Assignment of Contract Deliverable or Proposals shall be made in whole or in part, without the prior consent in writing of FinDev Canada. Any purported Assignment made without FinDev Canada’s consent is void and of no effect. FinDev Canada is under no obligation to consent to any Assignment request. FinDev Canada further reserves the right to consent to any Assignment request.

No Assignment shall relieve any Proponent from any obligation under the Proposal or impose any liability upon FinDev Canada.

4.6.7 INFRINGEMENT AND INTELLECTUAL PROPERTY

The Preferred Proponent warrants that no Work furnished in accordance with the Proposal and more specifically any contracts executed thereunder shall infringe upon any patent, registered industrial design, trademark, trade secret, copyrighted work or other intellectual property right of any person. The Preferred Proponent, at its sole cost and expense, shall defend and hold harmless FinDev Canada, its officers, employees and shareholder and the members of the 2X Plus Task Force against any and all suits, actions and claims arising out of any and every allegation of infringement.

The Preferred Proponent agrees that, as between the parties, those members of the 2X Plus Task Force which have contributed financially to this effort are and shall be the sole and exclusive owners of all right, title and interest throughout the world in and to all the results and proceeds of the Work furnished in accordance with the Proposal and the contracts executed thereunder, including all intellectual property rights therein. The Preferred Proponent agrees to irrevocably assign to the members of the 2X Plus Task Force and/or their respective designees, all rights, title and interest throughout the world in and to the Work, including all intellectual property rights therein. The Preferred Proponent may retain ownership rights of any pre-existing intellectual property rights it developed outside of the scope of the Proposal or the contracts executed thereunder provided that the Preferred Proponent agrees to grant to the members of the 2X Plus Task Force or its designees a perpetual, non-exclusive, royalty-free right and license to use, reproduce, alter, modify, translate, commercialize and exploit any pre-existing intellectual property rights of the Preferred Proponent to the extent reasonably necessary to exercise the members of the 2X Plus Task Force's rights in the Works or pursuant to any contract executed in connection with the Proposal. The members of the 2X Plus Task Force shall also have the right to sub-license, license or assign, as applicable, any intellectual property rights in the Works.

4.6.8 DEFAULT BY THE PREFERRED PROPONENT

Where the Preferred Proponent is generally in default of carrying any of the obligation(s) as set out in this RFP, FinDev Canada may, upon giving written notice to the Preferred Proponent, discontinue consideration and/or use of the Proposal, either immediately, or at the expiration of a cure period specified in the notice if the Preferred Proponent has not cured the default to the satisfaction of FinDev Canada within that cure period.

Where the Preferred Proponent becomes bankrupt or insolvent and/or makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or where a receiver is appointed under a debt instrument or a receiving order is made against the Preferred Proponent, or an order is made or a resolution passed for the winding up of the Preferred Proponent, FinDev Canada may upon giving notice to the Preferred Proponent, or its appointed bankruptcy trustee or receiver, to discontinue consideration or authorization of the Proposal.

4.6.9 APPLICABLE LAWS

This RFP, any Proposal, the resultant Agreement and any related contracts shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Each party irrevocably and unconditionally attorns to the exclusive jurisdiction of the Provincial or Federal Courts located in the Province of Ontario for the purpose of any action or proceeding brought by either party.

Any alternative jurisdictions submitted by any Proponents shall be void and of no effect.

The Canadian Free Trade Agreement ("CFTA") and the Comprehensive Economic and Trade Agreement ("CETA") are inapplicable to this RFP.

4.6.10 CONFIRMATION AND ACKNOWLEDGEMENT

By submitting a Proposal, the Proponent confirms that:

- a) it has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP;
- b) if FinDev Canada (on behalf of the 2X Plus Task Force) selects the Preferred Proponent to enter into an Agreement, it will provide the Deliverables as detailed in Section 4, as well as abide by the commitments made in its Proposal in response to Section 3 of the RFP;

- c) it agrees to abide by such other terms, conditions, and provisions of the RFP;
- d) there is not, nor was there any, actual or potential Conflict of Interest relating to the preparation of its Proposal, nor does it reasonably foresee any actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

APPENDIX A-1 – NON-NEGOTIABLE TERMS AND CONDITIONS

The Preferred Proponent (the “Supplier”) will be expected to negotiate in good faith and make commercially reasonable efforts to agree upon the terms of, and enter into a definitive Agreement, substantially in the form of Appendix A-2, and including (without limitation) the minimum acceptable, non-negotiable, standard terms and conditions contained herein. The section references below correspond to the provisions contained in Appendix A-2:

- Section 5.1 (Representations and Warranties, Covenants and Acknowledgments)
- Section 5.2 (Representations and Warranties, Covenants and Acknowledgments)
- Section 5.4 (Representations and Warranties, Covenants and Acknowledgments)
- Section 6 (Indemnity and Limitation of Liability)
- Section 7 (Intellectual Property)
- Section 8 (Confidential, Customer and Personal Information)
- Section 9 (Location and Access to Information)
- Section 10 (Audit)

Notwithstanding the foregoing, FinDev Canada reserves the right to modify any of the foregoing.

The Supplier acknowledges and agrees that any other member of the 2X Plus Task Force may also execute the Agreement, substantially in the form of Appendix A-2 (notwithstanding any amendments or modifications required to account for such member), as may be required.



PURCHASE ORDER NUMBER: [Abstract]

SPECIALIZED SERVICES AGREEMENT

This Specialized Services Agreement (this “**Agreement**”) is made effective as of the date set out in Schedule "A" (the “**Effective Date**”).

BETWEEN:	DEVELOPMENT FINANCE INSTITUTE CANADA (DFIC) INC. (“FinDev Canada”) ¹	AND:	[Category] (the “ Supplier ”).
----------	--	------	---------------------------------------

1.	SERVICES, DELIVERABLES AND REPRESENTATIVE
1.1	FinDev Canada hereby retains the Supplier to provide to FinDev Canada services (the “ Services ”) and to supply the work product (the “ Deliverables ”) described in the attached Schedule “A” as of the Commencement Date specified in Schedule "A" (the “ Engagement ”).
1.2	The Supplier shall ensure that the Services are performed by a sufficient number of people who have an adequate knowledge of the Services to be performed (including the methods and techniques required, the risks likely to be encountered and the methods for preventing accidents). The Supplier shall only employ, have employed or engage people who are appropriately qualified, competent and experienced in their profession or posting. The Supplier must ensure that its personnel performing the Services are trained and informed in connection with the Services to be provided and the Deliverables to be supplied.
1.3	If the "Representative" section in Schedule "A" names specific individuals, FinDev Canada engages the Supplier to provide the Services on the express and essential condition that the Services shall be performed by said individuals and by no other person. In the event that a Representative is no longer (i) able or willing to perform the Services, or (ii) active with or employed by the Supplier, for any reason whatsoever, FinDev Canada shall have the right to terminate this Agreement immediately upon written notice, without prejudice to FinDev Canada’s rights hereunder. Notwithstanding the foregoing, the Supplier may replace a Representative with another individual reasonably satisfactory to FinDev Canada with the prior written consent of FinDev Canada.
1.4	The Supplier shall obtain the consent of FinDev Canada in writing prior to subcontracting or permitting the subcontracting of any portion of the Services or supply of the Deliverables or changing any subcontractor. (a) In any subcontract, the Supplier shall, unless FinDev Canada otherwise consents in writing, ensure that the subcontractor is bound by terms and conditions substantially similar to those in this Agreement.

¹ The Specialized Services Agreement may also be executed by any other member of the 2X Plus Task Force.

	(b) Supplier shall remain responsible for the performance of the Services and supply of the Deliverables entrusted to any subcontractor and for any of its subcontractors' actions, errors or negligence, or those of the agents or employees of such, as fully as if they were its own actions, errors or negligence or those of its own representatives or employees.
1.6	The Supplier shall, or shall ensure that, throughout the period of the Agreement, it and its authorized subcontractors respect: <ul style="list-style-type: none"> (a) All applicable laws, including without limitation, all laws and regulations concerning employment, labour, health, hygiene and safety of personnel, as well as the reasonable prevention of accidents and epidemics; (b) The provisions of all agreements and collective bargaining agreements to which it is bound; (c) The procedures, policies, directions and instructions communicated to it by FinDev Canada at any time during the term of this Agreement.
2.	FEES, EXPENSES AND TAXES
2.1	For and in consideration of the Services and Deliverables furnished by the Supplier to FinDev Canada under this Agreement, the Supplier shall receive fees set out in Schedule "A" (the " Fees "), exclusive of any sales, use, excise taxes and any other similar taxes, duties and charges that may be applicable. Although the fees set out in Schedule "A" may not set out the relevant sales, goods and services, excise, value added or similar taxes, whether of federal or other jurisdictional level, taxes should be charged to FinDev Canada in the normal course, and the Supplier may be subject to withholding tax under Canadian law. All taxes shall be shown separately on each invoice. Invoices shall be submitted to the attention of Accounts Payable as set out in Schedule "A". In no event shall FinDev Canada be responsible for any taxes, statutory withholdings, deductions or remittances imposed on or with respect to the Supplier's income, revenues, gross receipts, real or personal property or other assets.
2.2	Unless otherwise specified in Schedule "A", FinDev Canada shall not reimburse the Supplier for any expenses or other disbursements incurred by the Supplier which have not been included in the Fees set out in Schedule "A".
2.3	If any fees payable to the Supplier are subject to withholding taxes, FinDev Canada shall withhold and remit such amounts to the applicable taxing authority, unless the Supplier provides FinDev Canada with an exemption or waiver certificate. FinDev Canada will provide the Supplier with written confirmation of any such withholding and remittance, upon written request from the Supplier.
3.	TERMINATION
3.1	This Agreement shall terminate on the Termination Date set out in Schedule "A" unless terminated pursuant to Sections 3.2 and 3.3 below.
3.2	Either party may terminate this Agreement: <ul style="list-style-type: none"> (a) immediately upon written notice if the other party becomes insolvent, or is made the subject of bankruptcy, conservatorship, receivership or similar proceedings; or (b) the Supplier commits any act which, in the reasonable judgment of FinDev Canada, is likely to prejudice the interests of FinDev Canada or any affiliates thereof or a Task Force Member.
3.3	FinDev Canada may also terminate this Agreement, without prejudice to FinDev Canada's rights hereunder: <ul style="list-style-type: none"> (a) at any time for convenience upon fourteen (14) days' written notice to the Supplier; (b) in accordance with Section 1.3 of this Agreement; (c) immediately upon written notice, if (i) the Supplier, a Representative, or any subcontractor, as applicable, fails to meet or maintain any security clearance requirements; or (ii) the Supplier or a Representative, or any subcontractor, as applicable, breaches any provision of Sections 7, 8 or Schedule "B", as applicable, attached hereto; or (d) if the Supplier breaches any provision of this Agreement other than Sections 7, 8 and Schedule "B" attached hereto, and fails to remedy such breach within five (5) business days following notice thereof.
3.4	This Agreement shall not be automatically renewed, and any further rendition of services by the Supplier beyond the Term of the Agreement shall require the execution of a new agreement with a new purchase order number.

4.	CONSEQUENCES OF TERMINATION
4.1	Upon termination of this Agreement for any reason, FinDev Canada shall pay the Supplier the Fees in respect of the Services and Deliverables satisfactorily rendered and delivered by the Supplier prior to termination and for all expenses reasonably and properly incurred by the Supplier prior to termination, if payable hereunder. FinDev Canada shall have no further obligation to Supplier for any costs, losses or damages of any kind whatsoever as a result of such expiration or termination.
4.2	In the event of termination by FinDev Canada for any reason other than convenience in accordance with section 3.2(a) of this Agreement, or by the Supplier for any reason, FinDev Canada may withhold any unpaid amounts due to the Supplier under this Agreement, which amounts may be applied by FinDev Canada to indemnify it for any amounts owing by the Supplier to FinDev Canada hereunder and any excess costs that FinDev Canada may incur to complete the Services or Deliverables. Any amounts so withheld that are not applied toward such indemnification shall be paid to the Supplier when FinDev Canada, in its sole discretion, determines that it has been adequately indemnified.
4.3	Upon termination of this Agreement, the Supplier shall: <ul style="list-style-type: none"> (a) immediately return to FinDev Canada all records, files, lists, documents (including electronic material), equipment, software, intellectual property and any other property belonging to FinDev Canada, unless otherwise directed by FinDev Canada in writing. Notwithstanding anything to the contrary in this Agreement, the Supplier may retain archival copies of information for which deletion of files or data is not feasible provided the Supplier remains in compliance with the terms of Schedule "B" for the duration of the retention; and (b) allow FinDev Canada and/or any third party designated by FinDev Canada to resume the performance of the Services without opposition, under conditions ensuring the continuity of the performance of the Services and supply of the Deliverables.
4.4	The provisions of Sections 4, 5, 6, 7, 8, 9, 10, 11, 12, 15, 16, and Schedule "B" of this Agreement shall survive any termination of this Agreement.
5.	REPRESENTATIONS AND WARRANTIES, COVENANTS, AND ACKNOWLEDGEMENTS
5.1	The Supplier hereby represents and warrants that: <ul style="list-style-type: none"> (a) it has the authority and capacity to enter into this Agreement, perform the obligations hereunder, and is not subject to any restrictive covenant or other legal obligation which prohibits the Supplier from performing the Services or supplying the Deliverables; (b) none of the Services or Deliverables infringe the IP Rights (as defined below) or any other proprietary rights of any person and FinDev Canada shall have the right to use the Services and Deliverables without any restriction or obligation to any other person and free and clear of all encumbrances and liens of any kind; (c) the Supplier's performance of its obligations under this Agreement do not and will not breach any confidentiality, non-competition, no solicitation or other agreement entered into by the Supplier with any third party; (d) neither the Supplier, any Representative, any of the Supplier's subcontractors, nor any other employee or agents of the Supplier has any relationship with any third party with whom FinDev Canada has contracted which would cause such person to have a conflict of interest in relation to this Agreement or in respect of the Services or the Deliverables; (e) the Supplier is, where applicable, duly registered as a registrant under Part IX of the Excise Tax Act (Canada); and (f) the Supplier and the Representative are not listed, nor any member of its joint venture or any of its providers, subcontractors, subconsultants or suppliers are listed, for financial sanctions by the United Nations, Canada, the European Union, or the United States Office of Foreign Assets Control (OFAC).
5.2	The Supplier covenants to FinDev Canada that: <ul style="list-style-type: none"> (a) it will perform the Services in a timely fashion in accordance with any agreed upon schedule, professional and competent manner, with all due skill and care, and in accordance with applicable professional and/or industry standards; (b) the Deliverables will conform with the requirements and specifications set out in Schedule "A";

- (c) it shall have and maintain in force commercial general liability insurance with policy limits sufficient to protect and indemnify FinDev Canada from any losses arising from the Supplier's conduct, acts, or omissions and, in any event, providing for at least **\$5,000,000.00** for each occurrence or accident, which policy will include contractual liability coverage insuring the activities of the Supplier under this Agreement and shall name FinDev Canada as an additional insured thereunder. The policy must include a cross-liability and severance of interest clause. The Supplier shall forward to FinDev Canada a certificate verifying such insurance, upon FinDev Canada's written request. The Supplier shall not do anything to invalidate such insurance and shall notify FinDev Canada immediately in writing of notice of termination of such insurance.
- (d) the Supplier shall have and maintain in good standing a worker's compensation and insurance account with the applicable workers' compensation board, and provide FinDev Canada with evidence of its registration, including the Supplier's workers' compensation number and clearance certificate.
- (e) it will meet and maintain any requisite government security screening requirements as may be determined as necessary by FinDev Canada from time to time, will ensure that its employees and agents, including any Representative maintain such government security screening requirements and will cause its employees and agents, including any Representative, to take all necessary steps to meet such requirements. These requirements may involve verification of personal data, education/professional qualifications, employment history and other similar checks;
- (f) should a conflict of interest arise as described in 5.1(d), the Supplier will immediately notify FinDev Canada;
- (g) in the event the individuals performing the Services do so in a jurisdiction where it is necessary to have a permission, authorization or permit to work, such individuals shall have obtained all necessary permissions, authorizations and permits to work in such jurisdiction and shall have the right to work in such jurisdictions;
- (h) it shall, promptly upon the request of FinDev Canada from time to time, supply, or procure the supply of, such documentation and other evidence as FinDev Canada may reasonably request in order for FinDev Canada to carry out any "know your customer" review and be satisfied that it has complied with all of its know-your customer requirements.
- (i) it complies and shall comply, and shall procure the compliance by any subcontractor, at the time this Agreement is signed and throughout its duration, with the Exclusions List set forth in Schedule "C" to this Agreement.
- (j) it will cooperate, in good faith, with FinDev Canada, to the extent that FinDev Canada requests any information (including access to any documents and records) in relation to the Supplier's (or any subcontractors) compliance with any of the terms of this Agreement, including the Exclusions List and Prohibited Actions;
- (k) it has not, and will not partake in any Prohibited Action, and it has or shall put in place appropriate procedures to prevent its employees, consultants or other agents from taking any Prohibited Action;
- (l) the Supplier will promptly notify FinDev Canada if it becomes aware (or suspects) that it or any of its employees, consultants or other agents or subcontractors have taken any Prohibited Action. To the extent that the Supplier suspects any Prohibited Action, it will take all necessary measures (to the extent of its control) to remedy such circumstances to the satisfaction of FinDev Canada; and
- (m) if FinDev Canada requests, it will confirm annually that neither the Supplier nor any of its employees, consultants, other agents or subcontractors have taken any Prohibited Action.

"Prohibited Action" means, in connection with the performance of the Supplier's obligations under this Agreement, directly or indirectly, participating in any of the following:

- (a) the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- (b) any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (c) impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

	<ul style="list-style-type: none"> (d) an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party; (e) destroying, falsifying, altering or concealing of evidence, threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to any FinDev Canada investigation, or impeding FinDev Canada’s contractual rights of audit or inspection or access to information; (f) the use of FinDev Canada funds or resources for an improper or unauthorized purpose, committed either intentionally or through reckless disregard, including any act in contravention of applicable sanctions laws, anti-money laundering laws or anti-terrorist financing laws; and (g) sexual abuse or harassment or gender-based violence, namely any form of unwanted verbal, non-verbal or physical conduct of a sexual nature, whether by force or under unequal or coercive conditions.
5.3	The Supplier acknowledges FinDev Canada’s commitment to employment equity and diversity in the workplace. FinDev Canada encourages the Supplier to consider the following groups who have been traditionally discriminated against in the workplace: women, aboriginal peoples, people with disabilities and visible minorities. The Supplier agrees to work together with FinDev Canada to increase diversity in the workplace in the performance of the Services and the supply of the Deliverables to FinDev Canada.
5.4	<p>The Supplier also agrees that it, its permitted subcontractors and the respective employees and agents of the Supplier and any subcontractor, including the Representative:</p> <ul style="list-style-type: none"> (a) will interact with FinDev Canada employees and third parties in a professional and respectful manner and shall not access any external websites through FinDev Canada which could compromise, or cause reputational issues for, FinDev Canada; (b) will not use FinDev Canada ’s or their own devices, systems or networks for any illegal or unauthorized purpose, including without limitation, any use which could disable, damage, overburden, or impair any FinDev Canada device, system or network or interfere with any third party’s enjoyment of such third party’s device, system or network, or any FinDev Canada device, system or network; and (c) agrees that it shall, and shall procure any subcontractors to, comply with FinDev Canada’s Third-Party Code of Conduct (as may be amended from time to time), which shall be provided by FinDev Canada to the Supplier. The Supplier’s obligation to comply with, and procure the compliance of any subcontractor with, the Third-Party Code of Conduct shall only become effective upon receipt of same by the Supplier.
6.	INDEMNITY AND LIMITATION OF LIABILITY
6.1	<p>The Supplier hereby undertakes to indemnify, defend and save harmless FinDev Canada and the Task Force Members, and each of their respective directors, officers, employees, agents and other representatives from and against any and all losses, claims, demands, debts, actions, causes of actions, damages, penalties, interest, costs or expenses (including legal fees and disbursements) or liability of any kind (“Damages”) whatsoever resulting from:</p> <ul style="list-style-type: none"> (a) the negligent or willful acts or omissions of the Supplier, its subcontractors or the respective employees and/or agents of the Supplier and any subcontractor, including any Representative, arising in connection with this Agreement or the Schedules attached hereto; (b) any and all breaches by the Supplier, its subcontractors or the respective employees and/or agents of the Supplier and any subcontractor, including any Representative, of any representations, warranties, covenants, terms or conditions of this Agreement or the Schedules attached hereto; (c) any employee source deduction, employer contribution or other employer/employee obligation, including interest and penalties thereon, which FinDev Canada may be assessed or otherwise may incur under any federal, provincial or municipal law as a result of a federal, provincial or municipal governmental department or agency, authority or competent tribunal determining that any Representative is considered an employee of FinDev Canada; (d) any claim that the Services or Deliverables infringe the IP Rights of any person; and (e) any and all third-party claims concerning the levies, taxes, deductions, fees or other types of taxes, deductions or withholding due in connection with the Services or the Deliverables.

	Notwithstanding the foregoing, the Supplier shall have no obligation to indemnify FinDev Canada for any Damages to the extent any such Damages are caused by the gross negligence, fraud or willful misconduct by FinDev Canada.
6.2	The Supplier accepts that neither FinDev Canada nor any Task Force Members shall incur any liability whatsoever in connection with the performance of this Agreement, except in the event of fraud or willful misconduct by FinDev Canada or any Task Force Members, respectively. It is expressly understood that in any event, the liability of FinDev Canada or any member of the Task Force for any damage or prejudice suffered by the Supplier by such acts shall be limited to the value of this Agreement. Without prejudice to any claim that the Supplier may have against FinDev Canada or any Task Force Members, the Supplier waives any claim or procedure it may bring against any employee or agent of FinDev Canada or any Task Force Members.
7.	INTELLECTUAL PROPERTY
7.1	"IP Rights" means all industrial and other intellectual property rights comprising or relating to: (a) patents; (b) trademarks; (c) internet domain names, whether or not trademarks, registered by any authorized private registrar or governmental authority, web addresses, web pages, website, and URLs; (d) works of authorship, expressions, designs, and design registrations, whether or not copyrightable, including copyrights and copyrightable works, software, and firmware, data, data files, and databases and other specifications and documentation; (e) industrial designs and industrial design registrations; (f) trade secrets; and (g) all industrial and other intellectual property rights, and all rights, interests, and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights or forms of protection under the laws of any jurisdiction in any part of the world;
7.2	<p>The Parties acknowledge that the Services and Deliverables are being provided in relation to the 2X Challenge framework, an initiative and commitment from the G7 DFIs, launched in 2018, to mobilise capital for private sector investments that support the world's women. The 2X Challenge is supported by certain development finance institution members of the 2X Plus Task Force, including FinDev Canada, Nederlandse Financierings-Maatschappij voor Ontwikkelingslanden N.V ("FMO"); United States International Development Finance Corporation ("DFC"); Deutsche Investitions- und Entwicklungsgesellschaft ("DEG"); CDC Group plc ("CDC"); the International Finance Corporation ("IFC") (the "Task Force Members").</p> <p>The Supplier hereby:</p> <ul style="list-style-type: none"> (a) agrees that the Supplier shall not acquire any ownership interest in any Task Force Members IP Rights under this Agreement; (b) agrees that [Task Force Members]² is and shall be the sole and exclusive owner of all right, title and interest throughout the world in and to all the results and proceeds of the Services performed under this Agreement and the Deliverables supplied hereunder, including all IP Rights therein. The Supplier irrevocably assigns to [Task Force Members], all rights, title and interest throughout the world in and to the Deliverables, including all IP Rights therein; (c) irrevocably and unconditionally waives all moral rights that the Supplier may now have or may have in the future relating to the Deliverables; (d) agrees to make full and prompt disclosure to [Task Force Members] of any inventions or processes made or conceived by the Supplier alone or with others during the Term, relating in any way to the Services, whether or not such inventions or processes are patentable and whether or not such inventions or processes are made or conceived during normal working hours. The Supplier shall not disclose to any third-party the nature or details of any such inventions or processes without the prior written consent of [Task Force Members]. (e) agrees, upon the request of FinDev Canada (on behalf of Task Force Members), to promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Task Force Members to prosecute, register, perfect, record or enforce its IP Rights in any Deliverables. (f) agrees to not:

² Note: Note: IP to held by underlying 2X Plus Task Force Members who are funding the project, while all 2X Plus Task Members will have access"

	<ul style="list-style-type: none"> (i) take any action that may interfere with any of FinDev Canada's or Task Force Members or their respective affiliates' rights in or to any Task Force Members IP Rights, including with respect to the ownership or exercise thereof; (ii) challenge any right, title, or interest of Task Force Members or their respective affiliates in or to any Task Force Members IP Rights; (iii) make any claim or take any action adverse to Task Force Member's or their respective affiliates' ownership of any Task Force Member IP Rights; (iv) use, register or apply for registrations, anywhere in the world, any trademarks that are similar to the trademarks used by FinDev Canada or the Task Force Members or that incorporates any such trademarks in whole or in confusingly similar part; (v) engage in any action that tends to disparage, dilute the value of, or reflect negatively on any Task Force Member IP Rights; (vi) alter, obscure, or remove any trademarks or copyright notices or any other proprietary rights notices placed on any marketing materials or other materials that FinDev Canada and/or Task Force Members may provide to the Supplier.
7.4	<p>FinDev Canada acknowledges that the Supplier and the Representatives possess knowledge and expertise relating to the subject matter of the Services and Deliverables (the "Supplier Know-How"), which may include intellectual property rights in certain pre-existing tools and materials used by Supplier in performing the Services. Any pre-existing Supplier Know- developed by the Supplier prior to the Effective Date or developed by the Supplier outside of the scope of this Agreement and the Engagement are not transferred to FinDev Canada and shall remain the property of the Supplier. However, to the extent that any Supplier Know-How is included in the Deliverables, Supplier grants to Task Force Members a perpetual, non-exclusive, royalty-free right and license to use, reproduce, alter, modify, translate, commercialize and exploit the Supplier Know-How (the "Know-How License") to the extent reasonably necessary to exercise Task Force Member 's rights in the Deliverables and may use and transfer the Deliverables outside of Task Force Members at their sole discretion. FinDev Canada shall also have the right to sub-license the Know-How License to its affiliates and the Task Force Members.</p>
8.	CONFIDENTIAL, CUSTOMER AND PERSONAL INFORMATION
8.1	<p>Both FinDev Canada and the Supplier may receive from the other party (the "Disclosing Party") Confidential Information. "Confidential Information" shall mean (i) any non-public, proprietary or confidential information relating to the Disclosing Party or its affiliates, third party suppliers, or contractors; (ii) customer information; (iii) personal information; (iv) any information about, and any discussions relating to, this Agreement, including its existence and terms and conditions; or (v) any document, electronic record, note, extract or analysis recalling or recording information which is or derives from information described under (i) to (iv). In the case of FinDev Canada, the Deliverables shall not constitute Confidential Information to which this Agreement applies.</p>
8.2	<p>Restrictions. Except as otherwise provided in this Section 8, the Recipient will neither:</p> <ul style="list-style-type: none"> (a) without compromising the disclosure of information required for employees' normal use of internal information systems, transmit, disclose, or permit disclosure, access, loss or use of Confidential Information to any person other than (i) its or its affiliate's employees, officers and directors, agents, auditors, consultants, advisors, and legal counsel (collectively, the "Representatives") who need to know such information for the purpose of fulfilling the terms and conditions of the Agreement, (ii) FinDev Canada's parent corporation, Export Development Canada (it being understood that such persons shall be informed of the confidential nature of such information and shall be directed to treat such information in accordance with the terms of this Agreement); nor (b) use in any manner not connected with the Agreement any Confidential Information. In the case of FinDev Canada, the Deliverables shall not constitute Confidential Information to which this Agreement applies.
8.3	<p>Degree of Care. The Recipient shall exercise in relation to the Confidential Information no lesser security measures and degree of care than that which a commercial corporation acting reasonably under similar circumstances would exercise in relation to its own confidential information.</p>

8.4	<p>Permitted Disclosures. The terms of this Section 8 shall not apply to any Confidential Information which is:</p> <ul style="list-style-type: none"> (a) disclosed by a Party or its Representatives pursuant to the requirements of law, regulation, or instruments thereunder or in connection with any legal proceedings, including if required by the Access to Information Act; (b) already in the possession of the Recipient at the time of its disclosure by the Disclosing Party to the Recipient under this Agreement; (c) disclosed to the Recipient (or substantially identical to information disclosed to the Recipient) by a source other than the Disclosing Party, provided that the source of information is not known to the Recipient to be bound by any obligations of confidentiality which prohibit disclosure of such information; (d) used or disclosed by the Recipient with the prior written approval of the Disclosing Party; (e) furnished by FinDev Canada to the Auditor General of Canada; or (f) required to be disclosed by FinDev Canada pursuant to FinDev Canada's Disclosure Policy or pursuant to Canada's or FinDev Canada's international commitments. Nothing in this Agreement shall prohibit FinDev Canada's disclosure, following the signing of the Agreement, of the following information: the name of the Supplier, the amount of the total fees paid and payable by FinDev Canada to the Supplier under the Agreement; the total value of the contract, and a general description of the Services and Deliverables. <p>In addition to the foregoing, the terms of this Section 8 shall not apply to Confidential Information which is:</p> <ul style="list-style-type: none"> (a) independently developed by the Recipient; (b) in the public domain at the time of its disclosure, or subsequently made available to the general public by a person other than the Recipient, or by the Recipient, but only to the extent that in making such information public, the Recipient was not in breach of this Agreement; or (c) requested by any governmental agency or other regulatory authority (including any self-regulatory organization having have jurisdiction). <p>If any portion of the Confidential Information falls within any one of the above exceptions listed in this Sub-Section 8.4, the remainder of such Confidential Information will continue to be subject to the prohibitions and restrictions set forth in Sub-Section 8.2. Specific items and details of Confidential Information shall not be deemed to be within any of the exceptions in this Section only because such item or detail is generally referred to in more general information that falls within such exception.</p>
8.5	<p>Damages. With respect to a breach related to Confidential Information, the Recipient shall be responsible only for direct damages caused to the Disclosing Party by any transmission or disclosure, access, loss or misuse of Confidential Information. The Disclosing Party shall not be entitled to recover from the Recipient any amount on account of any indirect, special or consequential damages as a result of any action or failure to act under or in respect of this Agreement. Any acts or omissions by a third party to whom the Supplier has transmitted, disclosed or permitted the disclosure of Confidential Information shall be deemed to be actions or omissions of the Supplier for the purpose of this sub-section 8.5.</p> <p>The parties agree that the party which has suffered or would suffer by the breach of this Section 8 by the other, may, subject to applicable law, be entitled to immediate equitable relief, including injunction and specific performance, as remedies for any such breach. Such remedies shall, subject to applicable law, not be deemed to be the exclusive remedies available for any such breach but shall be in addition to all other remedies available at law or in equity. By entering into this Agreement, FinDev Canada is not waiving any rights which it may have pursuant to applicable law.</p>
8.6	<p>Return and Destruction of Information. All documents, drawing, spreadsheets, data and writings (including electronic materials) containing Confidential Information and all copies thereof shall be returned promptly by the Recipient upon receipt of a written request from the Disclosing Party or at any time by the Recipient in its discretion and any copies that have been made will (subject to the requirements of applicable law and internal audit purposes in the case of which the terms of this Agreement shall continue to apply to the Confidential Information not so dealt with) be destroyed in accordance with the Recipient's procedure for destruction of similar confidential material.</p>

8.7	The Supplier acknowledges and agrees that FinDev Canada has informed the Supplier that FinDev Canada is the custodian of personal information, all of which FinDev Canada is required by law to protect. In light of that disclosure, the Supplier acknowledges and agrees to execute and abide by the terms of the Privacy Undertaking attached hereto as Schedule "B".
8.8	If the Supplier (a) does not comply or suspects that it has not complied with a confidentiality provision in Section 8 or any provision of Schedules "B" or (b) becomes aware of or reasonably suspects any potential or actual unauthorized or unlawful collection, access, use, disclosure or disposition of Confidential Information, Personal Information or Customer Information (either of the events described in (a) or (b), the "Incident"), the Supplier must: <ul style="list-style-type: none"> (i) immediately (no later than 24 hours) notify FinDev Canada's Compliance & Ethics Team by email at InformationIncident@edc.ca of the particulars of the Incident (including how and when the Incident occurred), such notification to continue as details become available; (ii) immediately preserve and protect all evidence that relates to the Incident; and (iii) in a timely manner take all steps, including retaining third parties, to: <ul style="list-style-type: none"> x. mitigate the impact of the Incident; y. prevent a subsequent occurrence of a similar Incident; and z. otherwise cooperate with FinDev Canada to resolve the Incident; and (iv) if directed by FinDev Canada, notify the parties who are affected by the Incident.
9.	LOCATION AND ACCESS TO INFORMATION
9.1	With respect to any and all data or information received from FinDev Canada or created in relation to this Agreement, the Supplier shall ensure that at all times: <ul style="list-style-type: none"> (a) such information is not transmitted, stored, held or located outside the boundaries of the jurisdiction(s) identified in Schedule "A"; (b) no person outside the jurisdiction(s) identified in Schedule "A" (including any affiliate or subcontractor of the Supplier) has access to any such information or data; and (c) such information is processed and stored on hardware located in the jurisdiction(s) identified in Schedule "A" that is physically independent from any databases, hardware, networks or systems located outside the jurisdiction(s) identified in Schedule "A", including those of any affiliates of Supplier.
10.	AUDIT
10.1	The Supplier must keep proper accounts and records of the cost relating to the Services and Deliverables, including all invoices, receipts and vouchers.
10.2	If this Agreement includes payment for time spent by the Supplier, its employees, representatives, agents or sub-contractors providing the Services and Deliverables, the Supplier must keep a record of the actual time spent each day by each individual providing any part of the Services and Deliverables.
10.3	Unless FinDev Canada has consented in writing to its disposal, the Supplier must retain all the information described in this Section for six (6) years after either the receipt by the Supplier of the final payment under this Agreement, or the settlement of all outstanding claims and disputes, whichever is later. During this time, the Supplier must make this information available for audit, inspection and examination by the representatives of FinDev Canada, who may make copies and take extracts. The Supplier must provide all reasonably required facilities for any audit and inspection and must furnish all the information that FinDev Canada or its representatives may require, from time to time, to perform a complete or partial audit of this Agreement.
11.	RELATIONSHIP AND REFERENCE
11.1	The parties hereto expressly acknowledge and agree that the Supplier shall render the Services hereunder as an independent contractor and that the Supplier's employees and/or agents, including the Representative, are neither employees of FinDev Canada nor dependent contractors. As such, neither the Supplier nor any of its employees and/or agents, including the Representative, shall have any right to any FinDev Canada employee benefit, entitlement or advantage.
11.2	Nothing in this Agreement shall be construed as creating a partnership, joint venture or agency relationship between the parties, or as authorizing either party to act as agent for the other or to enter into any contracts on

	behalf of the other party. As such, neither the Supplier nor the Representative is authorized to bind or commit FinDev Canada, either actually or apparently, in any manner whatsoever, without express prior written authority from FinDev Canada to do so.	
11.3	The Supplier and the Representative shall not make reference to FinDev Canada in any future promotional material, except by the Representative as a professional reference, without the prior written authorization of FinDev Canada.	
12.	SERVICES, DELIVERABLES AND REPRESENTATIVE	
12.1	All notices and communications hereunder shall be in writing and shall be either (a) delivered personally, (b) forwarded by registered mail or courier to the postal address indicated below or such other address as may hereafter be designated in writing in accordance herewith, or (c) transmitted by e-mail to the address indicated below:	
	SUPPLIER:	FinDev Canada
	[Category]	Procurement
	ADDRESS	Export Development Canada, on behalf of FinDev Canada 150 Slater Street, Ottawa, ON, K1A 1K3
	PHONE NUMBER	(613) 598-2501 (Telephone)
	EMAIL ADDRESS	info@findevcanada.ca
12.2	All notices delivered shall be deemed to have been received when delivered.	
13.	SEVERABILITY	
13.1	Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of that prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of that provision in any other jurisdiction.	
14.	AMENDMENT AND ASSIGNMENT	
14.1	This Agreement may be amended in whole or in part only by the written consent of the parties hereto.	
14.2	Neither party may assign its rights under this Agreement without the prior written consent of the other party hereto, and any attempt to do so shall be a breach of this Agreement and shall be void. Notwithstanding the foregoing, FinDev Canada may assign its rights under this Agreement to Export Development Canada upon notice to Supplier without prior consent.	
15.	ENTIRE AGREEMENT	
15.1	This Agreement and the Schedules attached hereto constitute the entire agreement between the parties and supersede all previous negotiations, understandings and agreements, verbal or written with respect to any matters referred to in this Agreement except as specifically set out in this Agreement. The Schedules hereto form an integral part of this Agreement and are incorporated by reference herein.	
16.	GOVERNING LAW AND JURISDICTION	
16.1	This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the Provincial or Federal Courts located in the Province of Ontario for the purpose of any action or proceeding brought by either of them in connection with this Agreement or any alleged breach thereof.	
17.	LANGUAGE	
17.1	The parties hereto have explicitly requested and hereby accept that this Agreement be drawn up in English. Les parties aux présentes ont expressément demandé et acceptent par les présentes que le présent document « Agreement » soit rédigé en anglais.	

18.	COUNTERPARTS
18.1	This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement. To evidence the fact that it has executed this Agreement, a party may send a copy of its executed counterpart to the other party by electronic transmission and the signature transmitted by such transmission shall be deemed to be that party's original signature for all purposes.
19.	ACKNOWLEDGEMENT
19.1	The parties acknowledge that they have read and understand this Agreement, and agree to be bound by its terms and conditions.

The parties hereto have each executed this Agreement by their respective duly authorized officers.

[Category]

By: _____

Name:	
Title:	
Date:	

DEVELOPMENT FINANCE INSTITUTE CANADA (DFIC) INC.

By: _____

Name:	[Name1]
Title:	[Title]
Date:	[Publish Date]

By: _____

Name:	[Name2]
Title:	[Title2]
Date:	[Publish Date]

SCHEDULE "A"

EFFECTIVE DATE	COMMENCEMENT DATE	TERMINATION DATE
REPRESENTATIVE	Identify any specific individuals critical to achieving the deliverables and/or individuals expected to come onto FinDev Canada premises, including consortium members.	
DESCRIPTION OF SERVICES		
DESCRIPTION OF DELIVERABLES		
JURISDICTION FOR DATA STORAGE / BACKUP / SUPPORT SERVICES	Confidential Information:	
	Customer Information:	
	Personal Information:	
FEES The fees and amounts set out herein are in Canadian funds unless otherwise specified herein. Please refer to Section 2 of this Agreement for further terms regarding the fees.	By default, FinDev Canada is looking to pay fixed costs by deliverable. If necessary, FinDev Canada will contract based on an hourly rate or per diem and these rates are to be inclusive of all expenses, including travel.	
INVOICES All invoices shall reference the above purchase order number and shall be sent to:	Accounts Payable Export Development Canada, on behalf of FinDev Canada 150 Slater Street, Ottawa, Ontario K1A 1K3 accountspayable@edc.ca	
PAYMENT TERMS The Supplier shall prepare and submit invoices monthly on the 10th day of the month following the month in which the Services were rendered, or the Deliverables were completed or accepted, as applicable. Each invoice shall specifically reference the applicable FinDev Canada purchase order number and include time sheets and any other documentation reasonably requested by FinDev Canada from time to time. FinDev Canada shall pay approved invoices within 30 days of receipt of such invoice. Payment shall be in Canadian funds unless otherwise specified above.		

SCHEDULE "B"

PRIVACY UNDERTAKING

This Privacy Undertaking forms part of the agreement it is attached to (the "Agreement") as Schedule "B". For the purposes of Section 8 of the Agreement, the Supplier hereby agrees as follows:

WHEREAS the Supplier (which terms includes any employee, officer, or agent of the Supplier, including the Representative) may be exposed to Personal Information ("Personal Information"), which must be protected and held in strict confidence pursuant to the Applicable Laws including the *Privacy Act*. As a result, the Supplier agrees that:

C1.	DEFINITIONS
C1.1	In this Privacy Undertaking: (a) "Act" means the <i>Privacy Act</i> , (R.S., 1985, c. P-21), as amended from time to time; (b) Applicable Laws means the Act, <i>Access to Information Act</i> (R.S.C., 1985, c. A-1), and any other law, treaty, or regulation applicable to the subject matter at issue; and (c) "Personal Information" means any information relating to an identified or identifiable natural person, the management of which is governed by Applicable Laws.
C2.	PURPOSE
C2.1	The purpose of this Privacy Undertaking is: (a) to enable FinDev Canada to comply with its statutory obligations under Applicable Laws with respect to Personal Information; and (b) to ensure that the Supplier is aware of and complies with the requirements of Applicable Laws with respect to Personal Information.
C3.	OWNERSHIP OF PERSONAL INFORMATION
C3.1	Unless FinDev Canada otherwise specifies, where the Supplier is a processor or a custodian of Personal Information, it has no ownership or control of any such Personal Information, FinDev Canada remaining the sole owner or controller thereof.
C4.	COLLECTION OF PERSONAL INFORMATION
C4.1	Supplier will only process Personal Information according to FinDev Canada's instructions, unless required to do so by Applicable Laws. Accordingly, unless FinDev Canada otherwise specifies, in the course of performing its obligations under the Agreement, the Supplier shall: (a) collect Personal Information only as necessary for the performance of the Supplier's obligations under the Agreement; (b) subject to Paragraph (c) below, collect Personal Information from the individual to whom the Personal Information pertains and inform the individual of: (i) the purpose of the collection; and (ii) the title, business address and business telephone number of the person designated by FinDev Canada to answer questions about the Supplier's collection of the Personal Information; and (c) obtain prior written authorization from FinDev Canada if information is to be collected otherwise than from the individual.
C5.	USE OF PERSONAL INFORMATION
C5.1	The Supplier may only use the Personal Information for the use for which it is collected and in the performance of the Supplier's obligations under the Agreement. Without limiting the generality of the foregoing, the Supplier shall not make any use of the Personal Information under Section 7(b) of the Act unless the prior written authorization of FinDev Canada is obtained.
C6.	USE OF PERSONAL INFORMATION WHERE SUPPLIER IS PROCESSING INFORMATION
C6.1	Where Applicable Laws require that FinDev Canada and the Supplier set out the scope and nature of the Supplier's processing of Personal Information, FinDev Canada and the Supplier agree: (a) that the subject matter, nature and purpose of Supplier's processing is the Personal Information provided in respect of the Services under this Agreement;

	<p>(b) that the duration of the processing is the duration of the provision of the Services under the Agreement (unless terminated earlier by FinDev Canada);</p> <p>(c) that the types of Personal Information processed are names; contact details; and other types of Personal Information submitted as part of the provision of the Services; and</p> <p>(d) that the categories of “data subjects” are, as applicable, FinDev Canada’s representatives, users of the Services, clients, suppliers, business partners and others whose Personal Information may be submitted to the Services.</p>
C7.	DISCLOSURE, ACCESS AND LOCATION OF PERSONAL INFORMATION
C7.1	<p>In addition to the terms included in this Schedule “B”, the Supplier shall maintain and treat and shall ensure that any subcontractor shall maintain and treat Personal Information as confidential at all times in accordance with Section 8. In the event of a conflict between the terms of Schedule “B” and the terms of this Schedule “B”, the terms of this Schedule “B” shall prevail.</p> <p>The Supplier shall not:</p> <ol style="list-style-type: none"> 2. transmit, disclose, or permit disclosure of or access to Personal Information, except to those of its employees and officers who have a need to know for the performance of the Supplier’s obligations under the Agreement; 3. transmit, disclose, permit disclosure, use or access, or store Personal Information outside the boundaries of the jurisdiction(s) identified in Schedule “A” (if such jurisdiction(s) has/have been determined acceptable to FinDev Canada); and 4. where Applicable Laws prohibit the transmission of Personal Information outside the jurisdiction of collection of Personal Information, not transmit such Personal Information outside of such collection jurisdiction other than according to such Applicable Laws. <p>The Supplier shall ensure that no person outside the jurisdiction(s) identified in Schedule “A” (including any affiliate of the Supplier) has access to the Personal Information (if such jurisdiction(s) has/have been determined acceptable to FinDev Canada).</p>
C8.	REQUESTS FOR ACCESS TO PERSONAL INFORMATION
C8.1	<p>If the Supplier receives a written or verbal request for access to Personal Information, the Supplier must within five (5) days of such request being made advise the requestor to make the request to FinDev Canada’s Compliance & Ethics / Privacy and Access to Information Team and provide the following information:</p> <p style="text-align: center;">Compliance & Ethics / Privacy & Access to Information</p> <p style="text-align: center;">Export Development Canada, on behalf of FinDev Canada</p> <p style="text-align: center;">150 Slater Street</p> <p style="text-align: center;">Ottawa, Ontario</p> <p style="text-align: center;">K1A 1K3</p> <p style="text-align: center;">Privacy@edc.ca</p>
C9.	PROTECTION OF PERSONAL INFORMATION
C9.1	<p>The Supplier must protect the Personal Information by taking appropriate procedural, technical, technological and organization measures, acceptable to FinDev Canada, against risks such as unauthorized access, processing, collection, use, disclosure, loss, alteration or disposal, including keeping the Personal Information in a secure location. To that end, Supplier must assist FinDev Canada in complying with its security obligations under Applicable Laws. Supplier must ensure that Supplier’s personnel required to access Personal Information are subject to enforceable duties of confidence in respect of the Personal Information substantially similar to the confidentiality obligations in the Agreement.</p>
C10.	RETENTION OF PERSONAL INFORMATION
C10.1	<p>The Supplier shall only retain the Personal Information until the earlier of:</p> <p>(a) completion or termination of the Agreement; and</p>

	(b) receipt of a direction in writing from FinDev Canada to return or, at FinDev Canada 's option and subject to Applicable Laws, destroy, the Personal Information, at which time the Supplier will immediately return or destroy, as applicable, all Personal Information including all copies thereof, whether in paper or electronic form. If the Personal Information is destroyed at the direction of FinDev Canada, the Supplier will provide FinDev Canada, upon FinDev Canada 's request, with written confirmation of such destruction.
--	---

C11.	ACCURACY AND CORRECTION OF PERSONAL INFORMATION
C11.1	The Supplier must notify FinDev Canada promptly upon receipt of a request by an individual to access or correct their Personal Information, provided such request is in accordance with Applicable Laws, and provide all required assistance to FinDev Canada in relation to such request. In particular, the Supplier must make every reasonable effort to ensure the accuracy and completeness of any Personal Information collected by the Supplier. The Supplier must correct or annotate any Personal Information in accordance with any written direction from FinDev Canada to do so, within the time period set out in the request. The Supplier shall send FinDev Canada the corrected or annotated Personal Information within five (5) business days of correcting or annotating any Personal Information under this Section C11. If the Supplier receives any such request to correct or annotate from a person other than FinDev Canada, the Supplier must within five (5) days of any such request advise such person to make the request to the Privacy Coordinator.
C12.	INSPECTION OF PERSONAL INFORMATION
C12.1	In addition to any other rights of inspection FinDev Canada may have under the Agreement or pursuant to Applicable Laws, FinDev Canada may, at any reasonable time and upon reasonable notice to the Supplier, enter the Supplier's premises to inspect: any Personal Information in the possession of the Supplier; or (a) any of the Supplier's information management policies or practices relevant to the management of the Personal Information or the Supplier's compliance with this Privacy Undertaking. The Supplier must provide all necessary assistance to FinDev Canada in the event of such inspection.
C13.	SUBCONTRACTORS
C13.1	Supplier shall not authorize a third-party subcontractor to collect, use or process the Personal Information unless it obtains the written consent of FinDev Canada to such subcontracting and provided that the subcontract provides substantially equivalent safeguards for Personal Information and includes terms that allow FinDev Canada to exercise its rights under this Privacy Undertaking without restriction. In addition, Supplier is liable for the actions or inactions of its subcontractors.
C14.	COMPLIANCE WITH APPLICABLE LAWS AND DIRECTIONS
C14.1	The Supplier must comply with: (a) any requirements of Applicable Laws applicable to the Supplier as a result of entering into the Agreement, including any applicable order of a regulatory body under Applicable Laws; and (b) any direction given by FinDev Canada under this Privacy Undertaking, unless such direction contravenes an Applicable Law in which case the Supplier will inform FinDev Canada that it cannot comply with the direction.
C15.	SURVIVAL
C15.1	The obligations of the Supplier under this Privacy Undertaking shall survive for as long as the Supplier retains any Personal Information.
C16.	CONFLICT
C16.1	The Supplier must comply with the provisions of this Privacy Undertaking despite any conflicting provision of the Agreement.

The Supplier has executed this Privacy Undertaking by its duly authorized officer.

[Category]

By: _____

Name:	
Title:	
Date:	

SCHEDULE "C"

EXCLUSIONS LIST

In addition to the prohibitions established by law, the Supplier shall not, nor permit any subcontractors, nor any of their respective employees, agents or representatives to do or carry out any of the following:

1. Forced labor³ or child labor⁴
2. Activities or materials deemed illegal under applicable laws or international conventions and agreements, or subject to international phase-outs or bans, such as:
 - a. ozone depleting substances, PCBs (Polychlorinated Biphenyls) and other specific, hazardous pharmaceuticals, pesticides/herbicides or chemicals;
 - b. wildlife or products regulated under the Convention on International Trade in Endangered Species or Wild Fauna and Flora (CITES); or
 - c. unsustainable fishing methods (e.g., blast fishing and drift net fishing in the marine environment using nets in excess of 2.5 km in length)
3. Cross-border trade in waste and waste products, unless compliant to the Basel Convention and the underlying regulations
4. Destruction⁵ of High Conservation Value areas⁶
5. Radioactive materials⁷ (excluding the purchase of medical equipment, quality control measurement equipment or any other equipment where the radioactive source is understood to be trivial and/or adequately shielded) and unbounded asbestos fibers
6. Pornography and/or prostitution
7. Racist and/or anti-democratic media
8. As a substantial part of a company's primary financed business activities⁸:
 - a. alcohol beverages (except beer and wine)
 - b. tobacco
 - c. weapons and munitions; or
 - d. gambling, casinos and equivalent enterprises.

where for a company, "substantial" means more than 10% of their consolidated balance sheets or earnings and for financial institutions and investment funds, "substantial" means more than 10% of their underlying portfolio
9. Companies, activities or individuals subject to UN, EU or Government of Canada sanctions.
10. Companies found or suspected to have been involved or are involved in corruption, gross violations of fundamental ethical norms or other ethical business principles.

³ Forced labor means all work or service, not voluntarily performed, that is extracted from an individual under threat of force or penalty as defined by ILO conventions.

⁴ Persons may only be employed if they are at least 15 years old, as defined in the ILO Fundamental Human Rights Conventions (Minimum Age Convention C138, Art.2), unless local legislation specifies compulsory school attendances or the minimum age for working. In such cases the higher age shall apply.

⁵ Destruction means the (1) elimination or severe diminution of the integrity of an area caused by a major, long term change in land or water use or (2) modification of a habitat in such a way that the area's ability to maintain its role is lost.

⁶ High Conservation Value (HCV) areas are defined as natural habitats where these values are considered to be of outstanding significance or critical importance (see <http://www.hcvnetwork.org>).

⁷ This does not apply to the purchase of medical equipment, quality control (measurement) equipment or any other equipment where the radioactive source is understood to be trivial and/or adequately shielded.

⁸ For companies, "substantial" means more than 10% of their consolidated balance sheets or earnings. For financial institutions and investment funds, "substantial" means more than 10% of their underlying portfolio.

The individual Proponent or Lead Consultant (on behalf of the Consortium) should respond to the following:

Privacy and Security over Data

I. Data Management

- a) Provide a data flow diagram to illustrate how and from where data (personal information) will be collected, used, disclosed/communicated and retained, including:
 - 1. a detailed description of the data communication between your firm, EDC and the entity providing services including security safeguards;
 - 2. the location (city, country, domestic and international) where all EDC information (electronic and paper) would be stored, including the location of data centre(s), for both primary and backup/disaster recovery, that would host the data and the location of any back-up data centres;

II. Privacy Management Plan (Canada)

- a) FinDev Canada is subject to the Canadian [Privacy Act](#), and the Access to Information Act. Describe how your firm's Privacy Management Plan complies with Canadian Privacy Legislation, including:
 - 1. contingency plans and procedures in place to identify and respond to privacy breaches;
 - 2. procedures for processing requests for access to or correction of personal information and how such requests and changes are logged and monitored;
 - 3. retention policy and procedures to ensure complete destruction of personal information at the end of the retention period; and
 - 4. who within your firm is accountable for receiving and resolving privacy concerns.

III. Privacy Management Plan outside of Canada, if applicable

- a) Describe how your firm's Privacy Management Plan complies with Global Privacy Legislation, including:
 - 1. European Union's General Data Protection Regulation (GDPR), United Kingdom GDPR, or other applicable legislation (please describe);
 - 2. administrative, technical and physical safeguards in place to protect personal information;
 - 3. the circumstances under which your firm will disclose personal information to a regulatory authority; and
 - 4. international data transfers of European residents' personal data to another country, if applicable;

APPENDIX C – PRICING FORMS

Proponent should provide a fixed cost (in US Dollars) for the services outlined in Section 3. Proponents should provide a breakdown of the fixed cost. The fixed cost is to include all expenses (including travel) and should be outlined in the breakdown.

All rates are to be in US Dollars (USD) and be exclusive of any applicable taxes.

Each of the cells with a numeric value, i.e. if there is no cost associated with the cell; the Proponent should enter a “0”. N/A, dashes, textual comments, or references to other documentation are not appropriate answers and will not be accepted.

Failure to complete Appendix C as instructed will, subject to the reserved rights of FinDev Canada, result in the response being declared non-compliant.

Service Type	Description	Fixed Price Cost
Deliverable 1	Alignment meeting with 2X Plus Task Force	
Deliverable 2	Workplan, including approach to deliver on: <ul style="list-style-type: none"> • Mapping of underrepresented groups per Target Region • Baseline assessment • Framework for DFIs to address Intersectionality and DEI 	
Deliverable 3	Interim Report #1 and key deliverables: <ul style="list-style-type: none"> • Mapping of key types of socially excluded groups per region • Baseline assessment finalized, including an overview of current approaches and gaps compared to best practices 	
Deliverable 4	Interim Report #2 and key deliverables: <ul style="list-style-type: none"> • Draft Framework for intersectionality and inclusion of DEI within a DFI’s portfolio investments (both direct and indirect investments) 	
Deliverable 5	Final report and final presentation.	

APPENDIX D – WEIGHTED DECISION MODEL

FULL PROPOSAL RATED REQUIREMENTS	%
Total Available Points for Written Proposal: 100	
Requirement	Points Total
Demonstrated previous project experience or similar assignments undertaken in the past five years	25
Strength and diversity of the team proposed, organizational capacity to deliver within the required timeframe, use of experts drawn from Target Regions	20
Experience in, or working with, the financial sector, including private equity	20
Demonstrated understanding of the problem the mandate is attempting to address	20
Methodology and innovative approaches	15
TOTAL	100

APPENDIX E – CONSORTIUM NOTIFICATION FORM

Proponents who wish to form a Consortium should note that this form should be returned to FinDev Canada by the “Consortium Notification Deadline” in Section 2.2.

The Lead Consultant must list all members of the proposed Consortium in response to RFP #21-741 for *Gender and the intersectionality of various forms of social underrepresentation: Development of a framework and recommended actions for development finance institutions (DFIs)* in the table below and email this form to: info@findevcanada.ca.

In any Consortium, the Lead Consultant shall, unless FinDev Canada otherwise consents in writing ensure that each Consortium member is bound by terms and conditions of the Agreement.

Name of Lead Consultant	
-------------------------	--

Name of any Consortium members that the Lead Consultant intends to include in its Full Proposal	Role and Responsibility of Named Parties in the Proposal

APPENDIX F – CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement forms part of the agreement it is attached to (the “Agreement”) as Appendix F.

Both FinDev Canada and the Proponent may receive from the other party (the “Disclosing Party”) confidential information (including any documentation, spreadsheets, correspondence, memoranda, notes, analyses or financial data and including information provided in electronic form or by oral communication) which is legibly marked or otherwise clearly identified by the Disclosing Party, either in writing or verbally (including by electronic means) as confidential at the time of its receipt by the party (the “Recipient”) receiving the information (“Confidential Information” which term shall include Customer Information) in accordance with the terms of this Confidentiality Agreement and the Agreement.

NOW THEREFORE the parties agree as follows:

F1.	RESTRICTIONS
F1.1	<p>Except as otherwise provided in this Confidentiality Agreement, the Recipient will neither:</p> <ul style="list-style-type: none"> (a) without compromising the disclosure of information required for employees’ normal use of internal information systems, transmit, disclose, or permit disclosure, access, loss or use of Confidential Information to any person other than (i) its employees, officers and directors, agents, auditors, consultants, advisors, and legal counsel (collectively and together with FinDev Canada’s parent company, Export Development Canada, the “Representatives”) who need to know such information for the purpose of fulfilling the terms and conditions of the Agreement, and (ii) FinDev Canada’s parent company, Export Development Canada (it being understood that such persons shall be informed of the confidential nature of such information and shall be directed to treat such information in accordance with the terms of this Confidentiality Agreement and the Agreement); nor (b) use in any manner not connected with the Agreement any Confidential Information. In the case of FinDev Canada, the Deliverables shall not constitute Confidential Information to which this Agreement applies.
F2.	DEGREE OF CARE
F2.1	<p>The Recipient shall exercise in relation to the Confidential Information no lesser security measures and degree of care than that which a commercial corporation acting reasonably under similar circumstances would exercise in relation to its own confidential information.</p>
F3.	PERMITTED DISCLOSURES
F3.1	<p>The terms of this Confidentiality Agreement shall not apply to any Confidential Information which is:</p> <ul style="list-style-type: none"> (a) disclosed by a Party or its Representatives pursuant to the requirements of law, regulation, or instruments thereunder or in connection with any legal proceedings, including if required by the Access to Information Act; (b) already in the possession of the Recipient at the time of its disclosure by the Disclosing Party to the Recipient under this Agreement; (c) disclosed to the Recipient (or substantially identical to information disclosed to the Recipient) by a source other than the Disclosing Party, provided that the source of information is not known to the Recipient to be bound by any obligations of confidentiality which prohibit disclosure of such information; (d) used or disclosed by the Recipient with the prior written approval of the Disclosing Party; (e) furnished by FinDev Canada to the Auditor General of Canada; or (f) required to be disclosed by FinDev Canada pursuant to FinDev Canada’s Disclosure Policy (as may be amended from time to time) or pursuant to Canada’s or FinDev Canada’s international commitments. Nothing in this Confidentiality Agreement shall prohibit FinDev Canada’s disclosure, following the signing of the Agreement, of the following information: the name of the Preferred Proponent, the amount of the total fees paid and payable by FinDev Canada to the Preferred Proponent under the Agreement; the total value of the contract, and a general description of the Services and Deliverables.

F3.2	In addition to 3.1, the terms of this Confidentiality Agreement shall not apply to Confidential Information that is not Customer Information which is: (a) independently developed by the Recipient; (b) in the public domain at the time of its disclosure, or subsequently made available to the general public by a person other than the Recipient, or by the Recipient, but only to the extent that in making such information public, the Recipient was not in breach of this Agreement; or (c) requested by any governmental agency or other regulatory authority (including any self-regulatory organization having have jurisdiction).
F3.3	If any portion of the Confidential Information falls within any one of the above exceptions listed in F3.1 or F3.2, the remainder of such Confidential Information will continue to be subject to the prohibitions and restrictions set forth in Section F1.
F3.4	Specific items and details of Confidential Information shall not be deemed to be within any of the exceptions in Section F3 only because such item or detail is generally referred to in more general information that falls within such exception.
F4.	DAMAGES
F4.1	With respect to a breach related to Confidential Information, the Recipient shall be responsible only for direct damages caused to the Disclosing Party by any transmission or disclosure, access, loss or use of Confidential Information not permitted by this Confidentiality Agreement. The Disclosing Party shall not be entitled to recover from the Recipient any amount on account of any indirect, special or consequential damages as a result of any action or failure to act under or in respect of this Confidentiality Agreement. Any acts or omissions by a third party to whom the Supplier has transmitted, disclosed or permitted the disclosure of Confidential Information shall be deemed to be actions or omissions of the Supplier for the purpose of this sub-section F4.1.
F4.2	The parties agree that the party which has suffered or would suffer by the breach of this Confidentiality Agreement by the other, may, subject to applicable law, be entitled to immediate equitable relief, including injunction and specific performance, as remedies for any such breach. Such remedies shall, subject to applicable law, not be deemed to be the exclusive remedies available for any such breach but shall be in addition to all other remedies available at law or in equity. By entering into this Agreement, FinDev Canada is not waiving any rights which it may have pursuant to applicable law.
F5.	RETURN AND DESTRUCTION OF INFORMATION
F5.1	All documents, drawing, spreadsheets, data and writings (including electronic materials) containing Confidential Information and all copies thereof shall be returned promptly by the Recipient upon receipt of a written request from the Disclosing Party or at any time by the Recipient in its discretion and any copies that have been made will (subject to the requirements of applicable law and internal audit purposes in the case of which the terms of this Confidentiality Agreement shall continue to apply to the Confidential Information not so dealt with) be destroyed in accordance with the Recipient's procedure for destruction of similar confidential material; however, the undertakings set forth in this section shall not apply to Confidential Information furnished to FinDev Canada in connection with transactions entered into by FinDev Canada including any financing, insurance or other arrangements whatsoever.
F5.2	The Parties' obligation to protect all Confidential Information that is not Customer Information in accordance with this Confidentiality Agreement shall survive such return or destruction of the Confidential Information and shall subsist until the date determined under Section F7.
F6.	ENTIRE AGREEMENT
F6.1	This Confidentiality Agreement and the Agreement constitute the entire understanding and agreement of the Parties relating to the protection of Confidential Information. No rights or obligations other than those expressly recited herein are to be implied from this Confidentiality Agreement, or otherwise, and the Parties, to the extent permitted by the governing law of this Confidentiality Agreement, agree that this Confidentiality Agreement shall be the sole and exclusive source of their rights against each other in relation to Confidential Information.

F7.	TERMINATION
F7.1	This Confidentiality Agreement may be terminated at any time by mutual agreement of the parties and unless earlier terminated, this Confidentiality Agreement shall expire three (3) years from the Effective Date. On a single occasion, at any time before its expiration or termination, either party may extend this Confidentiality Agreement for one year by written notice (by fax or otherwise) to the other party, which notice shall be effective upon receipt.
F7.2	However, the terms of this Confidentiality Agreement as they apply to Customer Information received by the Supplier will survive any termination of either this Confidentiality Agreement or the Agreement.

The parties hereto have each executed this Agreement by their respective duly authorized officers.

[Category]

By: _____

Name:	
Title:	
Date:	

DEVELOPMENT FINANCE INSTITUTE CANADA (DFIC) INC.

By: _____

Name:	[Name 1]
Title:	[Title]
Date:	[Publish Date]

By: _____

Name:	[Name 2]
Title:	[Title]
Date:	[Publish Date]