

“Radio Campaign on Water Smart Agriculture (WSA) for Social and Behavior Change”

Request for Proposal

Consultancy Title	Radio Campaign on Water Smart Agriculture (WSA) for Social and Behavior Change
RFP Number	US9664.06.2025
Location	Remote (with the possibility of traveling)
Anticipated Contract Duration	July 9, 2025 – July 28, 2028 (3 Years)
Procurement Contact Person	Andrea Wilson-Taylor (andrea.wilson-taylor@crs.org)
Due Date for Clarifying Questions	June 17, 2025, 11:59 PM EST
Due Date for Full Proposal	June 25, 2025, 11:59 PM EST
Contract Type	This RFP is for a Framework Agreement

I. Background

Since 1963, Catholic Relief Services (CRS) has been working in Guatemala, supporting the country’s poorest and most marginalized communities. Initially focused on humanitarian assistance, the programs aimed to alleviate poverty and improve living conditions for those in need. Over the years, CRS has expanded its scope, implementing a variety of development programs to assist vulnerable populations.

Water Smart Agriculture (WSA) is a CRS initiative that has been supporting smallholder farmers in Guatemala, El Salvador, Honduras, Nicaragua, and southern Mexico since 2015 to address degraded soils and water scarcity. This is done through the application of sustainable agriculture practices. More than 100,000 farmers have implemented these practices, improved their productivity and restoring the fertility of soils across the region. These producers have reclaimed over 100,000 hectares of degraded land.

Since 2021, WSA entered a new phase aimed at continuing the promotion of sustainable agriculture practices in the Dry Corridor of Honduras, Guatemala, Nicaragua, and southern Mexico. However, the project is also exploring new approaches to tackle emerging, high-priority challenges:

1. Climate change continues to hinder soil restoration and increase rural families’ vulnerability.
2. Low-income levels among smallholder farmers.
3. Disinterest among youth in agriculture and migration as the only alternative due to lack of opportunities.
4. The need to find new approaches for agricultural extension and technical support for farmers.

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The new phase of WSA has developed four strategic objectives to address these challenges in collaboration with farmers and partner institutions:

- 1. Diverse production of food and market-oriented crops:**

To reap the benefits of conservation agriculture and mitigate the effects of climate change, farmers must apply WSA principles across all areas of their farms.

- 2. Linking farms to markets:**

Once yields are increased, identifying market opportunities become crucial. WSA will support producers in finding fair markets, making conservation agriculture a viable livelihood.

- 3. Youth – The future of agriculture:**

Engaging youth in agriculture is urgently needed to ensure the long-term sustainability of agricultural landscapes in the region.

- 4. Extension for all:**

A hybrid extension model is being created to reach more families and communities through both traditional methods (in-person via local promoters) and digital tools like radio programs, social media, and online platforms such as the Virtual Learning Classroom and WSApedia.

As part of this fourth objective, WSA seeks to continue implementing its radio campaign, “Con los pies en la tierra”, to disseminate WSA practices through the participation of various local stakeholders.

II. Summary of the consultancy

The WSA radio campaign aims to strengthen knowledge, improve attitudes, and support the adoption of conservation agriculture practices promoted by WSA in the region. The campaign officially aims to launch every year in **May, this year will start in July 2025**. This campaign focuses on continuing and consolidating the first phase's activities that started in May 2025, maintaining a strong emphasis on behavior change among rural communities. A consultant specialized in communication for behavior change, with experience in edutainment methodology, is sought to ensure the campaign's continuity through the adaptation of interactive content and effective strategies for generating positive, long-lasting changes in agricultural habits and practices. This consultant or consulting firm will be responsible for implementing the necessary strategies to maximize the campaign's impact, ensuring that the content is engaging and relevant, promoting listener participation, and encouraging the adoption of sustainable farming practices.

III. Objectives

a. General objective

Ensure the continuity and expansion of the regional WSA radio campaign through integrated communication actions, community mobilization, learning generation, and systematic evaluation to maximize its impact and sustainability.

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b. Specific objectives

1. Carry out community mobilization actions to strengthen the territorial reach of the regional radio campaign.
2. Develop and adapt innovative content (spots, testimonials, and conversational guides) to expand the campaign thematically and geographically, including to Mexico.
3. Strategically systematize the experience and results of five years of implementation to inform future scaling strategies.
4. Monitor, evaluate, and document the campaign's performance, ensuring the integration of learning for long-term sustainability.

IV. Deliverables

Deliverables will be specified for each individual scope of work and opportunity. Sample deliverables may include the following:

1. Radios spots.
2. Technical Design Workshops, Monitoring of activities, Impact assessments.
3. Editing of producer testimonials.
4. Production of conversational guides.
5. Radio coordination and payments.
6. Incentives fund management.
7. Campaign systematization.
8. Annexes required by the solicitation.

V. Activity, Deliverable, Estimated Timeline, Level of Effort, and Assignment Location

The following is an overview of an illustrative calendar of key events and submission of deliverables to be delivered between 2025 – 2028.

Main Activities	Deliverables	Days	Preferred Location
Background Reading (5 days)	N/A	5	Remote
Participate in problem tree workshop, prepare workshop report	Workshop report	14	Remote
Technical design workshop Contribute to preparing technical design document Activities workshop Prepare Draft 0 of technical narrative Prepare Draft 1 of technical narrative	Technical design covering the ToC, principal approaches and strategies, results and activities Drafts 0 and 1 technical narrative	60	Remote
Prepare Draft 2 of technical narrative; contribute to preparing draft annexes as required.	Draft 2 technical narrative Draft annexes	25	Remote
	Final technical narrative, final annexes	10	Remote

VI. Timeframe and Locations

For this consultancy a Framework Agreement will be executed. The number of billable days required will be determined by the anticipated Level of Effort for each Scope of Work. The Framework Agreement is anticipated to be valid from July 9, 2025, to July 28, 2028.

VII. Payment Term

Payment will correspond to a daily rate for the number of days worked.

Payments will be processed, net 30 days, after completion of the following four action steps:

1. Submission of deliverable/s from consultant
2. Submission of invoice/s from consultant
3. Approval of deliverable/s by CRS
4. Approval of invoice/s by CRS

VIII. Location of performance

Remote with the possibility of traveling according to the needs of each Scope of Work. Bidders can include a rate for travels that could include visit any of the following countries: Guatemala, Honduras, El Salvador, Mexico, and/or Nicaragua.

IX. Contact Persons and Working Relationships

Planning and administration:

Latin America and the Caribbean Regional Office (LACRO) Regional Radio and Communications Manager.

WSA Virtual Manager.

The LACRO Regional Radio and Communications Manager should always be cc'd on emails regarding consultancy.

X. Required Applicable Components

1. Technical proposal with a brief summary of the approach, demonstrating qualifications in undertaking the scope of work. The summary should highlight how the applicant will complete the deliverables.
2. Résumé/CV.
3. 2 - 3 letters of reference for similar/related assignments carried out in the last 3 years.
4. 2 - 3 examples of previous similar assignments or a company portfolio related to edutainment.
5. Separate Financial Proposal: A detailed compensation rate per day and any additional anticipated costs for 3 radio campaigns.
6. Relationship disclosure:
 - a) Describe any current or past relationships you or your organization may have with CRS.
 - b) Describe any personal or family relationships any employee of the Consultant has with any employee of CRS.
7. Completion of Annex A.

Note: Applications that do not include the requirements noted above will not be considered.

XI. Qualification and Experience

The following requirement must be met by an independent International Consultant wishing to apply for this consultancy:

1. Minimum of 10 years of professional experience in radio or communication campaigns.
2. At least 5 years of proven experience in entertainment-education (EE) methodologies.
3. Ph.D. or master’s degree in social communication sciences or a closely related field.
4. Excellent writing, communication, and analytical skills in both Spanish and English.
5. Relevant geographic experience in Guatemala, Honduras, El Salvador, Mexico, and Nicaragua.
6. Strong coordination and collaboration skills, with the ability to meet deadlines and work independently in remote settings.
7. Highly organized and proactive, with a strong results-oriented mindset.
8. Proven experience in scriptwriting for diverse materials such as interview guides, radio spots, minidramas, and other communication products.
9. Technical experience in audio editing and sound production.
10. Demonstrated experience working on communication strategies targeting rural populations, smallholder farmers, or hard-to-reach communities.
11. Proficiency in participatory communication approaches, including co-creation of content with target audiences.
12. Ability to analyze communication metrics and translate findings into practical recommendations for continuous improvement.
13. Familiarity with digital communication tools and platforms (e.g., WhatsApp, social media, online radio, streaming platforms).
14. Experience of collaborating with international development agencies or donor-funded projects.
15. Awareness of and sensitivity to cross-cutting themes such as gender, youth inclusion, social equity, and sustainable agriculture, with the ability to integrate these into communication strategies.

Agency-wide Competencies for all CRS staff and consultants: These are rooted in the mission, values, and guiding principles of CRS and used by each staff member and consultant to fulfill his or her responsibilities and achieve the desired results.

- Serves with Integrity
- Models Stewardship
- Cultivates Constructive Relationships
- Promotes Learning

XII. Clarifying Questions and CRS Response

Prospective bidders may submit any clarification questions by singular request to andrea.wilson-taylor@crs.org by June 17, 2025, 11:59 PM EST. The solicitation name “US9664.06.2025 Radio Campaign on Water Smart Agriculture (WSA) for Social and Behavior Change” must be included in the Email Subject line. Responses will be provided to any known prospective bidders on June 20, 2025. Questions submitted after the deadline will not be accepted.

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XIII. Proposal Submission

All proposals must be sent to andrea.wilson-taylor@crs.org no later than June 25, 2025, 11:59 PM EST. The solicitation name “US9664.06.2025 Radio Campaign on Water Smart Agriculture (WSA) for Social and Behavior Change” must be included in the Email Subject Line.

Please note that all prospective bidders will receive a notification regarding the outcome of the Request for Proposal (RFP) promptly following the decision-making process.

ANNEX A

TERMS AND CONDITIONS

Attachment 1, Standard Terms and Conditions, presents the Terms & Conditions (“T&Cs”) which CRS considers to be essential and relevant to the contractual relationship between the parties. Bidders are expected to familiarize themselves with these T&Cs and be prepared to be governed by them in substantially the form presented here. In submitting a proposal, a vendor who desires to request an exception to these T&Cs and/or desires to propose an alternative approach to a particular provision should identify such provision(s) and explain the rationale for the exception or alternative. Additionally, should the Bidder propose to use a form contract adapted to its particular services which substantially conforms to the T&Cs presented here, that form contract should be submitted as part of the Bidder’s Bid Package with Annex A.

Terms and Conditions Acceptance

I hereby accept and agree to the Terms and Conditions of this Request for Proposal for US9664.06.2025 Radio Campaign on Water Smart Agriculture (WSA) for Social and Behavior Change to be carried out for Catholic Relief Services, located at 228 W. Lexington St., Baltimore, MD, 21201.

Name and Title of Authorized Respondent:

Signature:

Date:



FRAMEWORK AGREEMENT

No. [NUMBER]

between

CATHOLIC RELIEF SERVICES –
UNITED STATES CONFERENCE OF CATHOLIC BISHOPS

and

[NAME OF VENDOR]

for work performed under

The Howard G. Buffett Foundation Grant No. [NUMBER]

FRAMEWORK AGREEMENT, dated as of [MONTH] [DAY], [YEAR] (the “**Effective Date**”), by and between:

Catholic Relief Services - United States Conference of Catholic Bishops (“CRS”), a nonprofit corporation organized under the laws of the District of Columbia, United States of America (“**United States**”), with offices at 228 West Lexington Street, Baltimore, Maryland 21201, United States and registered under the laws of [INSERT OFFICIAL NAME OF COUNTRY] (“[INSERT COMMON NAME OF COUNTRY]” or the “**Host Country**”) and acting through its office at [INSERT ADDRESS OF CRS OFFICE IN THE HOST COUNTRY]

and

[NAME OF VENDOR], (the “**Vendor**”), a [TYPE OF LEGAL ORGANIZATION] organized under the laws of [JURISDICTION], with offices at [ADDRESS].

WITNESSETH THAT:

WHEREAS, CRS received Grant Number [NUMBER] dated [INSERT DATE] (the “**Award**”) from the Howard G. Buffett Foundation (the “**Donor**”) for the implementation of the program entitled [TITLE] (the “**Program**”);

WHEREAS, CRS desires to engage the Vendor to provide the services as specified in this framework agreement, including all attachments hereto (the “**Framework Agreement**”) and each task order issued hereunder (each, a “**Task Order**” and the Framework Agreement and all Task Orders are referred to collectively as the “**Agreement**”); and

WHEREAS, this Agreement is funded by the Donor under the Award and, therefore, the Vendor’s performance under this Agreement is subject to various terms and conditions required by the Donor and the Award and set forth herein;

WHEREAS, the Vendor desires to provide the services described in **Attachment 1** (the “**Services**”) in accordance with the terms and conditions of this Agreement and the requirements of the Donor and applicable law;

Now therefore, in consideration of the foregoing recitals, the respective covenants, commitments and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CRS and the

Vendor (together the “**Parties**” and each a “**Party**”), intending to be legally bound, incorporate the foregoing Recitals in the Agreement as if fully detailed below, and hereby agree as follows:

I. TERM

A. The term of this Agreement (the “**Term**”) is from the Effective Date to [MONTH] [DAY], [YEAR] unless this Agreement is terminated in accordance with Section XXI, (such final date of the Term being referred to herein as the “**End Date**”).

II. VENDOR OBLIGATIONS AND TASK ORDERS

A. From time to time during the Term, CRS may desire to engage the Vendor to provide the Services. In this event, CRS will issue a Task Order that will contain a description of the specific order placed by CRS. The Task Order may also contain additional terms and conditions applicable to that specific Task Order.

B. Upon signing a Task Order, the Vendor accepts the respective engagement and agrees to implement the Task Order in accordance with its terms. The Vendor shall perform its obligations in a prompt, professional and satisfactory manner. The Vendor warrants that its work shall be performed and completed in accordance with generally accepted and applicable industry standards, practices and principles.

C. **Attachment 2** contains a form of Task Order. Amendments to any Task Order will be made in accordance with Section XIX.

D. Time is of the essence in the performance of the Vendor’s obligations under this Agreement.

E. By entering into this Agreement, CRS is not obliged to prepare, issue or execute any Task Order unless CRS, in its sole discretion, decides to do so. Furthermore, the Vendor agrees that CRS shall not be liable for any loss, damage, cost or expense that the Vendor or any of its subcontractors may suffer or incur as a result of CRS’ decision not to prepare, issue or execute a Task Order.

F. Each Task Order is issued under, forms part of, and is subject to, the provisions of this Framework Agreement. Furthermore, each Task Order is issued separately and independently from other Task Orders and changes to one Task Order do not change all outstanding Task Orders. In the event of any inconsistency between any provision contained in a Task Order and a provision contained in this Framework Agreement, the provision of the Task Order shall prevail for the purpose of, but only to the extent of, the respective Task Order.

III. CRS OBLIGATIONS

A. CRS shall make payments to the Vendor in accordance with the terms and conditions of this Agreement.

IV. PRICING AND PAYMENTS

A. All payments to be made pursuant to this Agreement are contingent upon (a) the receipt by CRS from the Donor of funds sufficient to make the respective payment to the Vendor; (b) the Vendor’s satisfactory and timely implementation of the Services; (c) compliance by the Vendor with the terms of this Agreement and all applicable laws and regulations and (d) the accuracy, as of the dates set forth in Section XIV(A)(2), of the representations and warranties of the Vendor contained in this Agreement.

B. The pricing and payment terms are described in **Attachment 2**. Any payment made by CRS to the Vendor under this Agreement shall be transferred to the Vendor's bank account using the payment instructions set forth in **Attachment 2**.

C. The Vendor is solely liable for all taxes (including occupational, property, franchise, net or gross income), duties, license fees and other official taxes, duties and fees of whatever nature, arising out of, or relating to, the Vendor, the Vendor's representatives or any payments or other benefits made to, or received by, the Vendor pursuant to, or otherwise in connection with, the making or performance of this Agreement.

V. INVOICES

A. The Vendor shall submit invoices (each, an "***Invoice***") to CRS as described in **Attachment 2**. At CRS' request, the Vendor shall also promptly submit any supporting documentation that may be reasonably required by CRS.

B. Each Invoice shall (i) be signed by the Vendor's authorized representative; (ii) be in a format provided by CRS and (iii) contain a certification as follows:

By signing below and as a condition of receiving payment, the Vendor certifies that: (i) all information provided in this invoice is current and correct; (ii) payment of the sum claimed is due and owing under Task Order [INSERT NUMBER] (the "***Task Order***") between the Vendor and CRS issued under Framework Agreement [NUMBER] (the "***Framework Agreement***") in that the Vendor has provided the Services invoiced herein in a satisfactory and timely manner; (iii) all requirements under the Task Order and Framework Agreement have been met and all provided certifications remain valid; (iv) appropriate refund will be made to CRS in the event of noncompliance with the provisions of the Task Order and Framework Agreement; and (v) detailed supporting information as CRS may require will be furnished promptly upon request.

C. Each Invoice shall be processed by CRS within the number of days specified in **Attachment 2** after the later of (i) the receipt of the Invoice and any other supporting documentation reasonably requested by CRS and (ii) the verification by CRS of the satisfactory and timely completion of the Services. CRS reserves the right to withhold the processing of the Invoice subject to CRS' verification of the satisfactory and timely completion of the Services.

D. CRS shall not be deemed to have waived any of the terms or conditions of this Agreement by failing to object to a provision in, or attached to, any document submitted by the Vendor. Any terms and conditions of any such Vendor document which conflict with, are inconsistent with or are in addition to the terms and conditions of this Agreement shall not be binding on CRS and shall be inapplicable.

VI. ACTIVITY REPORTS

A. To assist CRS in evaluating the Vendor's performance of its obligations under this Agreement, the Vendor shall submit to CRS activity reports detailing progress toward the completion of the Services, in a form acceptable by CRS, as described in **Attachment 1**.

B. CRS reserves the right to request, and the Vendor agrees to provide, additional activity reports as may be reasonably required to allow CRS to monitor the Vendor's performance of its obligations under this Agreement.

VII. PROPERTY

A. *General.* As used in this Agreement, “**Property**” refers to real property, equipment and supplies. The Vendor will not procure any Property under this Agreement.

B. *Work Product.* The Vendor agrees that all work performed by the Vendor under this Agreement for CRS is a “work for hire” as defined under United States copyright law and that all such work and any intellectual property rights contained therein, including (but not limited to) data, creative works, trademarks, patents, proprietary processes and copyrights, (“**Work Product**”) is the property of CRS. All inventions and devices designed, created, developed or built by the Vendor, either alone or with others, in connection with providing the Services and Deliverables shall be the property of CRS and the Vendor shall execute such documents and assignments as may be necessary to vest the copyrights or patent rights therein in CRS. The Vendor agrees that, upon request of CRS, at the expiration of the Term, or at any earlier termination of this Agreement, the Vendor will promptly return to CRS all Work Product in the Vendor’s possession.

VIII. CODE OF CONDUCT

A. The Vendor agrees to comply with the CRS Supplier Code of Conduct set forth in **Attachment 3**.

IX. COMMUNICATIONS WITH THE DONOR; BRANDING; PUBLICITY

A. CRS will be responsible for all communications with the Donor on issues related to the Program and this Agreement. The Vendor will not communicate directly with the Donor concerning the Program and will always channel communications regarding the Program through CRS.

B. The Vendor shall mark and brand its Program activities and public communications in accordance with CRS’ written instructions.

C. All public announcements or media contact relating to this Agreement by the Vendor shall be pre-approved by CRS, unless CRS shall otherwise provide in writing. The Vendor shall make such efforts as are feasible and practical to notify CRS prior to responding to unsolicited media inquiries, or, if such notice is not feasible or practical, notify CRS of any inquiry immediately thereafter.

X. CONFIDENTIAL INFORMATION

A. “**Confidential Information**” means any information (written, oral or observed) relating to CRS’: (a) donors and potential donors; (b) personal profiles of beneficiaries; (c) employees; (d) business and strategic plans; (e) finances; or (f) relationships with any governmental entity. Confidential Information also includes information specifically designated confidential by CRS or that the Vendor knows or reasonably should know is not generally known to the public. Confidential Information does not include any information that is generally known to the public or readily ascertainable from publicly available sources.

B. The Vendor understands and agrees that during the Term and thereafter, it may receive or become aware of Confidential Information. The Vendor agrees, for the Term and thereafter, to keep such information confidential, and further agrees not to communicate, divulge, disclose or otherwise use, directly or indirectly, any Confidential Information, except to the extent required for the performance of its duties under this Agreement. The Vendor shall take all reasonable measures necessary to enforce these obligations with respect to its employees.

C. The Vendor agrees that, at the expiration of the Term or at any earlier termination of this Agreement, the Vendor will promptly return to CRS all Confidential Information in the Vendor's possession and the Vendor will not keep or retain copies of such Confidential Information in any form whatsoever.

D. The Vendor agrees that, at the expiration of an individual Task Order or at any earlier termination of that Task Order, the Vendor will promptly return to CRS all Confidential Information in the Vendor's possession related to that Task Order and the Vendor will not keep or retain copies of such Confidential Information in any form whatsoever.

XI. USE OF NAME AND LOGO

A. The Vendor agrees that it will not use any of the names, trademarks or logos of CRS or the Donor in any publication, webpage, advertisement, press release, publicity or other printed or electronic materials without the prior written consent of CRS or the Donor, as applicable.

XII. RECORD RETENTION, ACCESS AND INSPECTIONS

A. The Vendor shall keep complete and accurate financial records, supporting documents, statistical records and all other records pertinent to the Vendor's performance of its obligations under this Agreement (the "**Records**"). The Records shall be maintained in a manner that permits verification of the Vendor's compliance with its obligations under this Agreement. The Records must be retained in the possession of the Vendor for the longer of three (3) years after the later of (i) the End Date or (ii) the date of final resolution of any legal proceeding or final claim related to this Agreement.

B. Each of CRS and the Donor and its respective representatives shall have the right to monitor and inspect activities related to this Agreement. The Vendor hereby consents to any monitoring that CRS or the Donor may require, including, but not limited to, site visits, periodic reviews, audits and other monitoring activities or requirements. In addition, the Vendor shall provide right of access (the "**Right of Access**") to the Records and any other documents or papers of the Vendor which are pertinent to the Vendor's performance under this Agreement to each of CRS and the Donor or any of its authorized representatives, in order to make audits, examinations, excerpts and transcripts. The Right of Access also includes timely and reasonable access to the Vendor's personnel for the purpose of interview and discussion related to such documents. The Right of Access is not limited to the Term and the Record retention period required under this Agreement and applicable law but lasts as long as the Records are retained. The Right of Access, regardless of whether exercised, does not relieve the Vendor of its obligations under this Agreement.

XIII. COMPLIANCE AND CERTIFICATIONS

A. General

1. The Vendor shall comply with all laws, regulations and orders applicable to its performance under this Agreement. The Vendor shall obtain and maintain in a timely and effective manner all licenses, permits, registrations and governmental approvals necessary to perform its obligations under this Agreement. The Vendor acknowledges that the Donor is the source of CRS' funding for the implementation of the Program and that the Donor's requirements apply to the Vendor's performance under this Agreement.

B. Prohibition against corruption

1. The Vendor and the Vendor's representatives shall not commit or appear to commit any corrupt (including offering, giving, receiving or soliciting anything of value to influence the actions of any public official) or fraudulent (including misrepresentation of facts

to influence a procurement practice) action or practice. If the Vendor becomes aware of, or suspects, any possible fraud or corruption related to this Agreement, the Vendor must report the matter in writing immediately to CRS as described in the Supplier Code of Conduct in **Attachment 3**.

2. The Vendor represents, warrants, and covenants to CRS that the Vendor has not and will not engage in activities that violate the U.S. Foreign Corrupt Practices Act (“**FCPA**”) or cause CRS to be exposed to scrutiny or liability under the FCPA. Should the Vendor become aware or have reason to know of any activities violating the FCPA, the Vendor shall immediately inform CRS in writing of such knowledge or reasonable suspicion. The Vendor hereby represents, warrants, and covenants to CRS that no ownership interest, direct or indirect, in the Vendor is held or controlled by a foreign official and agrees to inform CRS in writing if at any time during this Agreement this representation, warranty and covenant changes. If CRS believes in good faith that the Vendor has acted in any way that may subject CRS to scrutiny or liability under the FCPA, CRS may terminate this Agreement immediately without penalty.

C. Preventing transactions with, or the provision of resources or support to, sanctioned groups and individuals

1. In the course of implementing its obligations under this Agreement, the Vendor shall not engage in transactions with, or source goods or services from, any individual or organization that is or is 50% or more owned by one or more individuals or organizations that are: (i) on the Specially Designated Nationals and Blocked Persons List (the “**SDN List**”) maintained by the U.S. Treasury Department's Office of Foreign Assets Control (“**OFAC**”), (ii) located, organized or resident in a country or territory that is the subject of OFAC comprehensive economic sanctions, including, without limitation, Cuba, Iran, North Korea, Syria and the Crimea, Luhansk or Donetsk Regions of Ukraine or (iii) otherwise subject to comprehensive sanctions administered by OFAC, the United Nations, HM Treasury, the European Union or any other relevant sanctions authority, unless doing so would be otherwise permitted by a specific or general license provided by OFAC and other relevant authorities. In addition, in the course of implementing its obligations under this Agreement, the Vendor agrees to comply with any applicable export and reexport control laws and regulations, including the Export Administration Regulations maintained by the U.S. Department of Commerce.

2. The Consultant agrees to comply with all provisions of the USA Patriot Act (Public Law Pub. L. 107-56) and in doing so, will not provide material to support any person or entity that engages in violent or terrorist activities.

D. Debarment, Suspension, Ineligibility and Voluntary Exclusion

1. The Vendor hereby certifies that neither it nor any of its affiliates or principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded (i) from participation in U.S. Federal assistance or acquisition programs or activities or programs or (ii) from participation in programs or activities funded by the Global Fund to Fight AIDS, Tuberculosis and Malari, an agency of the United Nations, the European Union or the Governments of Canada or the United Kingdom.

XIV. ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS

A. Representations and Warranties

1. The Vendor represents and warrants to CRS, and shall ensure that each of its sub-contractors represents and warrants, the following:

- a. The Vendor is a legal entity validly existing under the laws of the jurisdiction in which it was formed.

- b. This Agreement has been duly authorized, executed and delivered by the Vendor and constitutes a valid and legally binding obligation of the Vendor, enforceable against the Vendor in accordance with its terms.
- c. The Vendor has all the necessary power, authority and legal capacity to (i) own and operate its assets; (ii) perform its obligations hereunder and operate in the country or countries in which its obligations are to be performed and (iii) execute and deliver this Agreement.
- d. The Vendor's activities are operated in compliance with applicable law.
- e. There are no claims, investigations or proceedings in progress or pending or threatened against the Vendor which, if determined adversely, would have a material adverse effect on the capacity of the Vendor to perform its obligations under this Agreement.
- f. The Vendor has no immunity (i) from jurisdiction of any court of any jurisdiction in which it owns or leases property or assets or (ii) from jurisdiction of any court of the United States or the country or countries in which the Vendor's obligations under this Agreement are to be substantially performed or any political subdivision thereof or (iii) from any legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property and assets or this Agreement or actions to enforce judgments in respect thereof.
- g. The Vendor represents and warrants that (i) neither it, nor its director(s) or officer(s) is designated on any list of restricted parties under relevant sanctions constraints applicable to this Agreement, including without limitation the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons, Sectoral Sanctions Identifications List or Foreign Sanctions Evaders List; Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions; the Consolidated List of Parties Subject to UK Asset-Freezing Sanctions, the Consolidated List of Persons Subject to Sanctions Under Article 5 of European Council Regulation No. 833/2014, or the Consolidated List of Persons Subject to UK-Russia Investment Sanctions, and relevant sanctions lists maintained by the United Nations Security Council (collectively, a "**Restricted Party**"), and (ii) it is not owned 50% or more, individually or collectively, or controlled by any Restricted Party.
- h. The information provided by the Vendor in the Tender Documentation is accurate and complete.
- i. Neither the Vendor nor any of its officers, directors, employees or agents has misrepresented or omitted facts in order to influence the procurement of the Services or the execution of this Agreement.

2. The representations and warranties of the Vendor made pursuant to this Agreement are given:

- a. as of the Effective Date;
- b. as of the date upon which this Agreement is signed;
- c. as of the date upon which a Task Order is signed; and
- d. as of each date upon which an Invoice is received by CRS from the Vendor.

B. Covenants

1. The Vendor covenants and agrees with CRS, and shall ensure that each of its sub-contractors covenants and agrees, the following:
 - a. The person signing this Agreement or any documents related to this Agreement (including any amendments to this Agreement) will have, at the time of such signing, the authority to sign such documents.
 - b. The Vendor shall immediately provide written notice to CRS of any claims, investigations or proceedings which, if determined adversely, could reasonably be expected to result in a material adverse effect on the ability of the Vendor or any of its sub-contractors to perform the Vendor's obligations under this Agreement.
 - c. The Vendor shall do all things necessary to preserve, renew and keep in full force and effect its legal existence and the rights, licenses and permits which may be required to perform its obligations under this Agreement.
 - d. The Vendor shall comply with applicable law when performing its obligations under this Agreement.
 - e. The Work Product produced or procured under this Agreement does not infringe on any third party patent, copyright, trade secret, trade name, trademark or service mark or other intellectual property or proprietary right however described.
 - f. The Vendor agrees to notify CRS promptly in the event that the representation in Section XIV.A.1.g is no longer fully accurate.

XV. PROCUREMENT

- A. The Vendor shall abide by its procurement policy in conducting any procurement of goods or services under this Agreement.

XVI. INDEPENDENT CONTRACTOR STATUS

A. The Vendor agrees to perform its obligations hereunder solely as an independent contractor. The Parties to this Agreement recognize that this Agreement does not create any actual or apparent agency, partnership, joint venture, franchise or relationship of employer and employee between the Parties. The Parties expressly disclaim any agency, partnership, joint venture, franchise or relationship of employer and employee between them, agree that they are acting solely as autonomous entities hereunder and agree that the Parties have no fiduciary duty to one another or any other special or implied duties that are not expressly stated herein. The Vendor is not authorized to enter into or commit CRS to any agreements of any kind and the Vendor shall not represent itself as the agent or legal representative of CRS.

B. The Vendor shall be solely responsible for (i) its employees and agents for all aspects of the employment relationship, including, but not limited to, paying salaries, benefits, social contributions and taxes and any required disciplinary action; (ii) injuries to the Vendor's employees and agents and (iii) any injuries to others caused by the Vendor's employees and agents. The Vendor and its employees and agents shall not claim to be employees of CRS, and as a result, shall in no case claim any rights granted to CRS employees.

XVII. LIABILITY, INSURANCE AND INDEMNIFICATION

A. The Vendor shall be solely liable for the misuse, loss or theft of, or any damage to, any funds advanced under this Agreement or information provided under this Agreement (including, but not limited to, any Confidential Information), in its possession or in

the possession of any of its agents, suppliers or contractors, and shall have no recourse to CRS or the Donor for any such misuse, loss, theft or damage. The Vendor agrees to reimburse CRS for any such misuse, loss, theft or damage. The Vendor shall immediately notify CRS of any such misuse, loss, theft or damage and include a plan for reimbursing CRS, which shall be subject to CRS' acceptance and written approval.

B. CRS assumes no liability for any third-party claims for damages arising (i) from this Agreement or (ii) out of the acts of the Vendor or any of its agents or vendors.

C. Commencing with the Vendor's performance hereunder, and for the duration of the Term, the Vendor shall maintain in force standard insurance policies, including but not limited to risk property insurance, comprehensive general liability insurance, employee injury/accident insurance and automobile insurance, all as required by applicable law and at coverage levels that are no less than the minimum required by applicable law, and at sufficient levels reasonably calculated to cover its obligations, liabilities and indemnifications hereunder. Such policies shall be held with financially sound and reputable insurance companies authorized to do business in the place where the Vendor's obligations under this Agreement are to be performed. The Vendor shall ensure that all insurance policies required under this Agreement shall name CRS as an additional insured party, include a waiver of subrogation of the Vendor's rights against CRS to the insurance carrier and provide that CRS shall receive thirty (30) calendar days written notice from the insurers prior to any cancellation, termination or modification of coverage. Upon CRS' request, the Vendor shall provide certificates of insurance that show that the above coverages have been procured and any exclusions under the policies and that CRS has been named an additional insured. Such policies shall not be cancelled, terminated or modified without thirty (30) calendar days advance notice to CRS. The Vendor's obligations and potential liabilities are expressly agreed and understood not to be limited by any insurance maintained or required to be maintained by the Vendor.

D. The Vendor assumes all liability for all loss, damage, cost and expense arising out of or in any way connected with the operation or performance of, or the failure to perform, any duty, obligation or activity on the part of the Vendor, its subcontractor(s), vendor(s), agent(s), director(s) or employee(s) in connection with this Agreement. The Vendor further agrees to defend, indemnify and hold harmless each of CRS and the Donor, and its respective officers, agents, contractors, directors and employees, from all loss, claims, liabilities, suits, actions, proceedings, damages, cost, expense (including charges, disbursements and fees of counsel) and obligations of any kind that may be incurred by CRS or the Donor or asserted against CRS or the Donor, by or on behalf of any person on account of, or resulting from, arising out of or in any way connected with the operation or performance of, or failure to perform, any duty, obligation, or activity on the part of the Vendor, its subcontractor(s), vendor(s), agent(s), director(s) or employee(s) in connection with this Agreement.

XVIII. FORCE MAJEURE

A. Neither Party shall be liable in damages for any failure to perform its obligations hereunder if such delay or default is caused by conditions beyond its control, including acts of God (including flood, earthquake, hurricane or other natural disasters), terrorist activities, civil war, embargo, strike or similar events beyond the reasonable control of the Party whose performance is affected in relation to this Agreement ("**Force Majeure**").

B. The Party whose performance is prevented by Force Majeure shall, as soon as reasonably practicable, inform the other Party of the impediment and the effects thereof. As of the date of such notice, this Agreement shall be suspended. The Party whose

performance is prevented by Force Majeure shall exercise its best efforts to remedy the events of the Force Majeure and shall give written notice to the other Party indicating the date of reinstatement of performance under this Agreement. If the suspension continues uninterrupted for sixty (60) calendar days, CRS may immediately terminate all or a portion of the Agreement upon prior written notice to the Vendor.

XIX. AMENDMENT

A. No amendment, change, waiver or modification of any provision of this Agreement shall be effective unless in writing and signed by duly authorized representatives of the Parties. Such written amendment, change, waiver or modification shall be strictly limited to its terms, and shall not be deemed to waive, qualify, limit or modify any other provision of this Agreement. Notwithstanding the foregoing, the Vendor agrees to comply with any unilateral amendment to this Agreement made by CRS, when such amendment is made to reflect requirements imposed on CRS by applicable law or the Donor.

XX. DISPUTE RESOLUTION

**[INSERT ONE OF THE FOLLOWING OPTIONS AND DELETE THE OTHER OPTION]
[IF THE VENDOR IS LOCATED IN THE U.S. INSERT:]**

A. The Parties shall seek amicably to settle all disputes arising out of or in connection with this Agreement by negotiation. If, within thirty (30) calendar days after written notice by either Party of the existence of a dispute, the Parties do not resolve such dispute, then the dispute shall be referred to the Parties' senior management for further negotiation. If the dispute has not been settled within forty-five (45) calendar days thereafter, such dispute shall be finally settled under the Commercial Arbitration Rules of the American Arbitration Association (AAA) by one or more arbitrators appointed in accordance with the said Arbitration Rules and the provisions of this Section. The Parties agree that if the amount of the dispute is less than \$1,000,000 or its local currency equivalent, then only one arbitrator shall preside over the proceedings. The language of the arbitration shall be English. The place of the arbitration shall be in Baltimore, Maryland, United States. The arbitrator(s) are authorized to award to the prevailing Party, if any, as determined by the arbitrator(s) its costs and expenses, including attorneys' fees, disbursements and charges.

[IF THE VENDOR IS LOCATED OUTSIDE THE U.S. INSERT:]

A. The Parties shall seek amicably to settle all disputes arising out of or in connection with this Agreement by negotiation. If, within thirty (30) calendar days after written notice by either Party of the existence of a dispute, the Parties do not resolve such dispute, then the dispute shall be referred to the Parties' senior management for further negotiation. If the dispute has not been settled within forty-five (45) calendar days thereafter, such dispute shall be finally settled under the International Arbitration Rules of the International Centre for Dispute Resolution (ICDR) of the American Arbitration Association (AAA), in accordance with the International Bar Association's Rules of Evidence, by one or more arbitrators appointed in accordance with the said International Arbitration Rules and the provisions of this Section. The Parties agree that if the amount of the dispute is less than \$1,000,000 or its local currency equivalent, then only one arbitrator shall preside over the proceedings. The language of the arbitration shall be English. The place of the arbitration shall be in Baltimore, Maryland, United States. The arbitrator(s) are authorized to award to the prevailing Party, if any, as determined by the arbitrator(s) its costs and expenses, including attorneys' fees, disbursements and charges.

B. The arbitrator(s) shall have the discretion to hear and determine at any stage of the arbitration any issue asserted by any Party to be dispositive of any claim or counterclaim, in whole or part, in accordance with such procedure as the arbitrator(s) may deem appropriate, and the arbitrator(s) may render an award on such issue.

C. The award shall be rendered within nine (9) months of the appointment of the arbitrator(s), unless the arbitrator(s) determine that the interest of justice requires that such limit be extended. The arbitration shall conclude and the dispute resolved by issuance of a written decision which may include, as appropriate, a monetary award, but not a penalty or punitive, consequential or exemplary damages, however described. An arbitral tribunal constituted under this Agreement may, unless consolidation would prejudice the rights of any party, consolidate an arbitration hereunder with an arbitration under related agreements if the arbitration proceedings raise common questions of law or fact. If two or more arbitral tribunals under these agreements issue consolidation orders, the order issued first shall prevail.

D. Judgment upon any award(s) rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each Party hereby waives all objection which it may have at any time to the laying of venue of any proceedings brought in such courts, waives any claim that such proceedings have been brought in an inconvenient forum and further waives the right to object with respect to such proceedings that any such court does not have jurisdiction over such Party.

E. The Parties undertake to keep confidential all awards in their arbitration, together with all materials in the proceedings created for the purpose of the arbitration and all other documents produced by another Party in the proceedings not otherwise in the public domain, save and to the extent that disclosure may be required of a Party by legal duty, to protect or pursue a legal right or to enforce or challenge an award in legal proceedings before a court or other judicial authority. Nothing in this Agreement shall prevent either Party from seeking provisional measures from any court of competent jurisdiction, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate.

F. To the extent that the Vendor has or hereafter may acquire any immunity (sovereign or otherwise) from any legal action, suit or proceeding, from jurisdiction of any court or from set-off or any legal process (whether service or notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) with respect to itself or any of its property, the Vendor hereby irrevocably waives and agrees not to plead or claim such immunity in respect of its obligations under this Agreement.

XXI. TERMINATION OR SUSPENSION

A. CRS may suspend or terminate this Agreement without penalty, in whole or in part:

1. If the Award, or the funding related thereto, is suspended or terminated in whole or in part for any reason;
2. If changes occur in the operating environment that disrupt or result in an inability to continue the Program;
3. If the Vendor is unable to carry out its obligations under this Agreement in a satisfactory or timely manner or if the Vendor fails to comply with or breaches any of the other material terms or conditions of this Agreement; and
4. At CRS' convenience and without fault of the Vendor.

B. The Vendor may suspend or terminate this Agreement if CRS fails to pay the Vendor in accordance with the terms of this Agreement.

C. CRS shall provide a notice of termination or suspension to the Vendor. Suspension or termination under (A)(1) or (A)(2) of this section is effective immediately upon the termination or suspension of the Award, upon the termination or suspension of funding or upon the operating disruption as set forth in the respective notice of termination or suspension. The notice of termination or suspension issued pursuant to (A)(3) of this section shall (i) describe the breach and (ii) state CRS's intention to terminate or suspend this Agreement. If the Vendor does not cure or substantially cure the breach or regain its ability to fulfill its obligations under this Agreement no later than fifteen (15) calendar days after the date on which the notice of termination or suspension is received by the Vendor (the "**Cure Period**"), or within any longer period approved in advance by CRS in writing, then this Agreement shall terminate ten (10) calendar days after the last day of the Cure Period. Suspension or termination under (A)(4) of this section is effective thirty (30) calendar days after the date on which written notice is received by the Vendor.

D. The Vendor may suspend or terminate this Agreement under (B) of this section by giving notice to CRS. This notice shall (i) describe the failure and (ii) state the Vendor's intention to suspend or terminate this Agreement. If CRS does not cure or substantially cure the failure to pay the Vendor in accordance with the terms of this Agreement within the Cure Period, then this Agreement shall terminate ten (10) calendar days after the expiration of the Cure Period.

E. If this Agreement is terminated pursuant to this Article XXI, the Vendor will take the actions described in **Attachment 2** no later than thirty (30) calendar days after the effective date of such termination.

F. Costs incurred by the Vendor after the receipt of notice of suspension or termination are not allowable or reimbursable.

G. The initiation of suspension in accordance with this section shall not preclude subsequent termination in accordance with the terms contained herein.

H. Following the expiration or termination of this Agreement, regardless of the reason for termination, the Vendor shall diligently proceed to complete all the final requirements outlined herein or required by applicable law or regulation.

XXII. NOTICES

A. Except as otherwise specifically provided under this Agreement, all notices and other communications required or permitted hereunder to be given in writing shall be addressed as, and directed to, the person(s) set forth in **Attachment 4**. All notices and other communications shall be effective when delivered and will be considered delivered (i) when sent if personally delivered, (ii) when sent if sent by email to the correct email address or (iii) upon receipt when dispatched by courier, return receipt requested. Each Party shall have the right to change its contact person or address for notice hereunder.

XXIII. GOVERNING LAW

A. This Agreement shall be governed by, and construed under, the laws of the State of Maryland, United States (without reference to the conflicts of laws rules thereof). The Provisions of the United Nations Convention on Contracts for the International Sale of Goods are expressly excluded from this Agreement.

XXIV. ASSIGNMENT

A. The Vendor shall not transfer, assign, subcontract or subaward any or all of its interest in this Agreement without the prior written consent of CRS. Any transfer,

assignment, sub-contracting or subawarding made by the Vendor in violation of this Agreement shall be null and void.

B. All terms and conditions of this Agreement shall be binding upon the Parties hereto, their personal representatives, successors and approved assigns.

XXV. SEVERABILITY

A. If any one or more provisions of this Agreement shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be in any way affected or impaired thereby.

XXVI. SURVIVAL

A. The rights and obligations pursuant to Section X (Confidential Information), Section XII (Record Retention, Access and Inspections), Section XVII (Liability, Insurance and Indemnification), Section XX (Dispute Resolution), Section XXIII (Governing Law) and any other provision of this Agreement that is by its nature intended to survive the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

XXVII. COUNTERPARTS

A. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. The Parties are entitled to rely on a counterpart executed and delivered electronically or by facsimile to the same extent as a counterpart with an original signature.

XXVIII. ENTIRETY OF AGREEMENT

A. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and no representations, inducements, promises or agreements, oral or otherwise, between the Parties not included herein shall be of any force or effect.

XXIX. WAIVER

A. The failure by CRS to invoke or enforce any provision of this Agreement shall in no way be considered a waiver of such provision or in any way affect the validity of this Agreement.

XXX. HEADINGS

A. Any headings in this Agreement are for convenience of reference only and are not to be taken into consideration in the interpretation hereof.

XXXI. LANGUAGE

A. This Agreement has been made in the English language and only this English language version of this Agreement is binding. Any translation of this Agreement into another language, regardless of the source of such translation, is solely for convenience of the Parties. In the event of any discrepancy between this Agreement and any such convenience translation, this English language version shall control.

* * * *

[Remainder of this page intentionally left blank. Signatures follow on the next page.]

IN WITNESS WHEREOF, the Parties intending to be legally bound hereby have caused this Agreement to be properly executed by their duly authorized representatives as of the Effective Date.

**CATHOLIC RELIEF SERVICES -
UNITED STATES CONFERENCE OF
CATHOLIC BISHOPS**

[VENDOR LEGAL NAME]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Attachment 1

I. The Services

[INSERT DESCRIPTION OF SERVICES]

II. Form of Task Order

[CRS LETTERHEAD]

[MONTH] [DAY], [YEAR]

[LEGAL NAME OF VENDOR]

[ADDRESS]

[ADDRESS]

[ADDRESS]

Re: Task Order No. []

Ladies and Gentlemen:

This Task Order number [] is issued under, forms part of, and is subject to, the provisions of framework agreement number [] dated [MONTH] [DAY], [YEAR] entered into by and between CRS and the Vendor, as amended from time to time (as so amended, the "**Framework Agreement**"). The implementation period of this Task Order is from [MONTH] [DAY], [YEAR] to [MONTH] [DAY], [YEAR] (the "**Implementation Period**"). Capitalized terms used but not defined in this Task Order shall have the meanings given to them in the Framework Agreement.

1. CRS hereby engages the Vendor by placing the order described in **Annex A**. The Vendor hereby accepts such engagement.

[2. [Insert additional provisions as necessary]]

[Remainder of this page intentionally left blank.]

If the foregoing correctly sets forth the terms of Task Order number [] issued under and forming part of the Framework Agreement, please indicate your acceptance hereof in the space provided for that purpose below.

Sincerely yours,

**CATHOLIC RELIEF SERVICES –
UNITED STATES CONFERENCE OF
CATHOLIC BISHOPS**

By: _____
Name: _____
Title: _____

CONFIRMED AND ACCEPTED, as of
the date hereof:

[VENDOR'S LEGAL NAME]

By: _____
Name: _____
Title: _____

Annex A
The Order

[Insert details related to the Order]

Attachment 2
Pricing, Invoice and Other Payment Information

I. Pricing

[INSERT PRICING INFORMATION]

II. Invoices

Frequency	[]
Deadline for submission	[]
Content	[]
Accompanying Documentation	[]
Article V.C Processing Time	45 calendar days

III. Section XXI.E Termination Actions

A. The Vendor will submit to CRS an Invoice in accordance with Article V for any completed Services that were not included on a prior Invoice.

[INSERT]

IV. Other Payment Information

[INSERT]

V. Payment Instructions
(To Be Completed by Payee or Vendor)

To ensure prompt and accurate payments, CRS needs complete and accurate payment instructions. If you have any questions while filling out this form, or if you have a special situation, please contact Global Treasury at Wires@crs.org or Accounts Payable at HQPOLInvoices@crs.org for assistance. Please supply contact name and email if we have any questions when setting up your payment method.

Contact Name Email

Please select **ONE** payment method to be used when making payments under the agreement. Choose either **(A)** Check, **(B)** ACH – electronic deposit, or **(C)** Wire Transfer.

A) Paper Checks – For United States locations only:

Please supply a US mailing address

ATTENTION

PO BOX OR STREET

CITY / STATE / ZIP

----- **OR** -----

B) ACH Electronic Deposit – For electronic payments to United States banks. Please make sure to enter correct account numbers to avoid delays: **All fields are required!**

Bank Name (Must be a United States location):

Bank Branch Physical Address:

Routing or Bank Branch Number (must be nine digits):

Account Number:

----- **OR** -----

C) Wire Payments to OVERSEA'S BANKS (for **US Banks**, please use ACH method above): Required fields are mandatory; most European banks also require an IBAN (International Bank Account Number) to complete the payment.

Bank Name:	Required	<input type="text"/>
Branch Address:	Required	<input type="text"/>
Account Name:	Required	<input type="text"/>
Account Number:	Required	<input type="text"/>
Account IBAN:	For European Banks	<input type="text"/>
Swift or BIC Code:	Required	<input type="text"/>

Attachment 3

Supplier Code of Conduct

SUPPLIER / SERVICE PROVIDER CODE OF CONDUCT

[Catholic Relief Services \(CRS\)](#) has committed to the principles of responsible sourcing and we expect our suppliers and service providers to fully follow the applicable contractual obligations to include CRS terms & conditions, local and relevant/otherwise applicable laws and to adhere to internationally recognized environmental, social, and corporate governance standards. We also expect our suppliers to implement these standards with their suppliers and subcontractors, as inspired by the [United Nations Global Compact initiative](#), the [United Nations Guiding Principles and Human Rights](#), the [International Labour Organization's Declaration on Fundamental Principles and Rights at Work](#), [ETI Base Code](#), and applicable CRS' Policies, Procedures and Standards.

1) SOCIAL

- Prohibit all forms of harassment, sexual harassment, [exploitation and abuse](#), including sexual exploitation and abuse, and [trafficking in persons](#).¹ All sexual activity with a child, defined as person under the age of 18 years, is considered sexual abuse regardless of local age of consent.
- Have mechanisms in place to actively prevent, address, and respond to harassment, sexual harassment, exploitation and abuse, including sexual exploitation and abuse, and trafficking in persons.
- Support the protection of internationally proclaimed human rights and prohibit forced, bonded, and involuntary labor and child labor.
- Do not recruit or employ children under the age of 15 years. Do not recruit or employ children under 18 years for work that is mentally or physically dangerous or interferes with schooling.
- Treat employees with dignity and respect and supply a workplace that is safe and hygienic, complies with national laws, and is free from discrimination on the basis of race, gender, age, religion, sexuality, culture or disability.
- Provide accessible and confidential reporting mechanisms for employees and other stakeholders to report concerns or suspicions of any forms of harassment, abuse and exploitation described above and potentially unlawful practices by management or employees.
- Commit to protecting reporters or whistleblowers from retaliation.
- Uphold the freedom of association and the right to collective bargaining as set out within applicable laws.
- Ensure wages and working hours meet national legal standards.

2) GOVERNANCE

- Abide by all applicable national and international trade laws and regulations including but not limited to antitrust, trade controls, and sanction regimes.
- Consider business integrity as the basis of business relationships.
- Prohibit all types of bribery, corruption, money laundering and terrorism financing
- Forbid gifts to private or public officials that aim to influence business decisions or otherwise encourage them to act contrary to their obligations.
- Respect the privacy and confidential information of all your employees and business partners as well as protect data and intellectual property from misuse.
- Have data protection and managements standards in place that address data collection, safeguarding, sanitation and disposal. The data owner is aware of the data provision terms and conditions and supplies consent as per [CRS Responsible Data Values and Principles](#)
- Implement a proper Compliance Management policy and procedure, which facilitate compliance with applicable laws, regulations, and standards.

¹ Refer to pages 6 and 7 of CRS' Policy on Safeguarding for further details on prohibited exploitative conduct, including procurement of commercial sex, employment practices, and relationships with beneficiaries that are exploitative or abusive.



faith. action. results.

3) ENVIRONMENT

- Follow all applicable environmental, health and safety regulations.
- Promote the safe and environmentally sound development, manufacturing, transport, use and disposal of your products.
- Ensure by using proper management policies and procedures that product quality and safety meet the applicable requirements.
- Protect your employees' and neighbors' life and health, as well as the public at large against hazards inherent in your processes and products.
- Use resources efficiently, apply energy-efficient and environmentally friendly technologies and reduce waste, as well as emissions to air, water, and soil.

Because CRS is a recipient of numerous grants or contracts provided by governmental, public, and private donors, all suppliers and service providers are hereby notified that other donor-specific compliance measures may be included in the legal instrument through which goods or services are procured.

CRS reserves the right to conduct due diligence audits or assessments to ensure your compliance and will take reasonable steps to investigate or otherwise take appropriate action to address concerns. CRS reserves the right to terminate any relationship for non-adherence to the above mention requirements.

Should you have any concerns or suspicions of any forms of harassment, abuse and exploitation described above and in CRS' Safeguarding Policy, illegal or improper conduct, CRS requires you to report through any of the following channels:

- CRS Management
- CRS Whistleblower site: <http://bit.ly/crshotline>
- Email: alert@crs.org
- Phone/Skype: 1-866-295-2632
- Mail: (mark "Confidential")
Attention: General Counsel
Catholic Relief Services
228 W. Lexington Street
Baltimore, MD 21201

Ensuring the principles of sustainable development in our supply chain is important to CRS. We hope that as our partner you show your commitment via compliance with your own code of conduct or company policies that embrace these standards.

In accepting business from CRS in the form of a purchase order, contract, or agreement, you are implicitly accepting your organization's roles and responsibilities outlined in this document.

Attachment 4
Notice Information

If to CRS:

Name:
Title:
Address:
Tel:
Email:

with a copy to (which shall not be considered notice under this Agreement):

[NAME], [TITLE], [EMAIL ADDRESS]

The Vendor shall send a copy of any notice provided under Section XX by certified or registered airmail, postage prepaid, or internationally recognized air courier to:

General Counsel
Office of General Counsel
Catholic Relief Services – USCCB
228 West Lexington Street
Baltimore, MD 21201 U.S.A.

If to the Vendor:

Name:
Title:
Address:
Tel:
Email:

with a copy to (which shall not be considered notice under this Agreement):

[NAME], [TITLE], [EMAIL ADDRESS]