#### **Request for Proposal**

<b>Consultancy Title</b>	Economic Analysis of Water Smart Agriculture 2 (WSA 2)	
	Interventions	
RFP Number	US9890.09.2025	
Location	Remote	
<b>Anticipated Contract</b>	October 1, 2025 – May 30, 2026 (8 Months)	
Duration		
<b>Anticipated Level of Effort</b>	24 Billable Days	
<b>Procurement Contact</b>	Andrea Wilson-Taylor (andrea.wilson-taylor@crs.org)	
Person		
<b>Due Date for Clarifying</b>	te Date for Clarifying September 5, 2025 [11:59 PM EST]	
Questions		
<b>Due Date for Full Proposal</b>	September 15, 2025 [11:59 PM EST]	

#### **Background or Overview:**

Catholic Relief Services (CRS) is implementing the second phase of the Water Smart Agriculture Platform (WSA 2) with activities in Honduras, Guatemala, Nicaragua, and southern Mexico with the following four objectives:

- 1. Support farmers to use crops that are not only adapted to climate change but also more economically attractive for market sales in order to diversify, stabilize, and increase production across the farm in mixed agricultural systems of annual crops, vegetables, tree crops, and livestock with WSA practices.
- 2. Strengthen farmer, youth, and women's organizations for collective marketing so they can produce the quantities demanded by markets and achieve solid profits to limit migration and accelerate the farmer-to-farmer spread of WSA practices.
- 3. Train and advise rural youth and young adults to enter the agricultural sector in production, transformation into agribusinesses, marketing, or agricultural services, to ensure the future of agriculture in Central America.
- 4. Adapt extension materials for access on mobile phones and electronic devices for the widest reach of WSA innovations within and beyond Mesoamerica, unrestricted by the costs and barriers of traditional in-person agricultural extension in the region.

CRS has a particular interest not only in increasing farm production but also in increasing the income of farming families to improve their well-being. Although farm income can come from different sources, for the purposes of this work, we recognize only the Net Benefits of productive activities on the farm where WSA 2 Project activities are concentrated.

#### **Objectives:**

Given the interest in the economic analysis of ASA2 activities, it is considered important to develop methodologies to: i) Evaluate the performance of the ASA 2 Project in terms of the objective of increasing the Net Benefits (NB) of productive activities on farms that are beneficiaries of the Project's activities, and ii) Monitor the trajectory of key indicators during the execution of the Project. For the purposes of this work, the target population (TP) will consist of 6,000 model farms and 5,000 satellite farms in the four participating countries. iii) Provide advice based on the results to prepare to meet the Indicator: "...By 2025, achieve an increase of at least 20% in the NB of agricultural productive activities for 50% of the beneficiary population."

#### **Activities and Deliverables:**

The minimum activities of the consultancy are:

- A3.1 Development of the methodology to measure the compliance indicator under conditions of uncertainty in the value of the parameters used for the estimation of the Net Benefits (NB).
- A3.2 Development of the methodology for identifying the main factors that affect the Indicator and their implications for researchers.
- A2.1 Preparation of the final survey incorporating modifications identified during field validation.
- A1.1 Calculation of the NB with the final information from the increased sample.
- A1.2 Preparation of the final report with the initial and final values.
- A.4.1 Analysis of the 2025 survey results and estimation of the intermediate compliance indicator.
- A.4.2 Identification of relevant factors and their implications for researchers.

The expected deliverables of the consultancy are the following documents and tools:

- 1. Report with the methodology developed to measure the compliance indicator under uncertainty.
- 2. Final Mid-Term 2025 Survey for Beneficiaries tested and agreed upon.
- 3. Final report on the Net Benefit of the Farm at the baseline completed.
- 4. Report with the intermediate compliance indicator and the factors affecting it identified.

### **Activity, Estimated Timeline and Level of Effort:**

Activity	Activity	Date(s) of	Anticipated	Bidder
Number		Performance	Number of	Anticipated
		[Note to	Billable Days	Number of
		bidder: Please	[Note to bidder:	Billable
		enter the	If, in your	Days
		proposed date or	assessment, the	J
		dates range for	number of	
		each task based	billable days	
		on this total	needed is less	
		period of	than or exceeds	
		performance.]	24 days, please	
			explain in your	
			proposal.]	
1	A3.1 Development of the	September 2025	2	
	methodology to measure the			
	compliance indicator under			
	conditions of uncertainty in the value			
	of the parameters used for the			
	estimation of the Net Benefits (NB).			
2	A3.2 Development of the	September 2025	2	
	methodology for identifying the main			
	factors that affect the Indicator and			
	their implications for researchers.			
			_	
3	A2.1 Preparation of the final survey	October –	5	
	incorporating modifications	November 2025		
	identified during field validation.			
	A11 G1 1 1 2 A1 3 7 A1 3	G / 1 2027	_	
4	A1.1 Calculation of the NB with the	September 2025	5	
	final information from the increased			
	sample	1 2026		
5	A.4.1 Analysis of the 2025 survey	March 2026	5	
	results and estimation of the			
	intermediate compliance indicator.			
6	A12 Department of the final new set	Amil Mary	4	
6	A1.2 Preparation of the final report with the initial and final values	April – May 2026	4	
	with the initial and inial values	2020		

	Total		24	
	factors and their implications for researchers.			
7	A.4.2 Identification of relevant	May 2026	1	

#### Place and Timeline of Performance:

This consultancy will be conducted remotely from October 1, 2025, to May 29, 2026.

#### **Payment Term:**

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

- 1. Submission of deliverable(s) by the Consultant.
- 2. Submission of an invoice specific to the deliverable(s) by the Consultant.
- 3. Approval of the deliverable(s) by CRS.
- 4. Approval of each invoice by CRS.

#### **Travel Requirement:**

No travel is anticipated.

#### **Required Applicable Components:**

- 1. A technical proposal and budget that describes 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. 1-2 examples of previous similar assignments.
- 4. (a) Compensation rate per day; (b) Total cost for completing the assignment; (c) Confirmation of the level of effort (i.e., number of billable days).
- 5. Contact information of three professional references, with the following details about the references: (a) name, (b) position, (c) company, (d) phone number, (e) email address, and (f) city, state, country
- 6. Completion of Annex A.
- 7. 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.

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

#### **Qualification and Experience:**

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

- 1. An Advanced degree in Agricultural Economics.
- 2. Minimum of 5 years of experience in the evaluation of development projects.
- 3. Minimum of 5 years of experience in the analysis of smallholder economic data.

- 4. Excellent writing skills, economic analytical skills, data management skills, econometric modeling skills, and attention to detail for producing high quality work.
- 5. Strong skills for coordination and collaboration, as well as the ability to adhere to deadlines and work remotely.

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.

#### **Clarifying Questions and CRS Response:**

Prospective bidders may submit any clarification questions by singular request to <a href="mailto:andrea.wilson-taylor@crs.org">andrea.wilson-taylor@crs.org</a> by September 5, 2025 [11:59 PM EST]. The solicitation name "US9890.09.2025 Economic Analysis of Water Smart Agriculture 2 (WSA 2) Interventions" must be included in the Email Subject line. Responses will be provided to any known prospective bidders on September 9, 2025. Questions submitted after the deadline will not be accepted.

#### **Proposal Submission:**

All proposals must be sent to <u>andrea.wilson-taylor@crs.org</u> no later than September 15, 2025 [11:59 PM EST]. The solicitation name "US9890.09.2025 Economic Analysis of Water Smart Agriculture 2 (WSA 2) InterventionS" 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** 

Name and Title of Authorized Respondent:

I hereby accept and agree to the Terms and Conditions of this Request for Proposal for US9890.09.2025 Economic Analysis of Water Smart Agriculture 2 (WSA 2) Interventions to be carried out for Catholic Relief Services, located at 228 W. Lexington St., Baltimore, MD, 21201.

	•	
Signature:		
Date:		

#### Attachment I: STANDARD TERMS AND CONDITIONS

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

#### **CONSULTING AGREEMENT**

PO#/ CPA#
This CONSULTING AGREEMENT (the "Agreement") is entered into as of
, 20, between CATHOLIC RELIEF SERVICES - UNITED STATES
CONFERENCE OF CATHOLIC BISHOPS ("CRS") and
("Consultant"). In consideration of the mutual covenants and promises set forth below, CRS
and Consultant agree as follows:

### Article I DUTIES AND TERMS

- 1. <u>Scope of Services</u>. CRS hereby engages Consultant to perform consulting services, as set forth in the attached Scope of Work (the "Services"), on the terms and conditions described in this Agreement. Consultant hereby accepts the engagement as a consultant to CRS and agrees to provide the consulting services set forth in the Scope of Work on the terms and conditions described in this Agreement.
- 2. <u>Independent Contractor</u>. Consultant shall provide services under this Agreement as an independent contractor, and not as an employee or agent of CRS or any subsidiary or affiliate of CRS (collectively, a "CRS Entity"). Nothing in this Agreement shall at any time be construed so as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between Consultant and any CRS Entity.
- 3. <u>Term of the Agreement</u>. The term of this Agreement (the "Consulting Period") shall be determined by the Start and End dates indicated in the Project Information section of the Consultant Information Sheet, which is attached hereto and incorporated to this Agreement by reference. The Agreement may be terminated before the end of the Consulting Period only in the circumstances described in Article IV. In the event that CRS and the Consultant wish to extend this agreement beyond the expiration date, the parties will mutually agree in writing to the extension prior to the End date. Absent such written agreement, the Agreement will automatically expire on the End date.
- 4. <u>Time and Attention</u>. Consultant shall devote such time and attention to Consultant's duties under this Agreement as may be necessary to discharge the duties properly, and Consultant shall exert Consultant's best efforts in the performance of the duties. Consultant shall not be subject to a fixed work schedule, but shall be available, consistent with Consultant's personal needs and other commitments, to provide the services set forth in the Scope of Work during the Consulting Period. Notwithstanding this section, with regard to any

and all dates and time periods set forth or referred to in this Agreement, the attached Scope of Work and the attached Consultant Information Sheet, time is of the essence.

- 5. <u>Business Activities</u>. Consultant's services under this Agreement shall not cause Consultant to be directly involved in the business operations of CRS. Consultant shall have no responsibility for the day-to-day management of any CRS Entity, nor shall Consultant supervise, or be supervised by, personnel of any CRS Entity. Consultant shall have no authority to execute any document or enter into any contract on behalf of a CRS Entity, or to bind a CRS Entity in any relationship with a third party.
- 6. <u>Non-exclusive Agreement</u>. CRS acknowledges and agrees that during the Consulting Period, Consultant is free to engage in other business activities or to provide consulting services to other parties without the approval or consent of any CRS Entity.
- 7. <u>Reports and Data</u>. All reports and data prepared by Consultant in connection with the services performed under this Agreement shall be the property of CRS and shall not be used by Consultant in connection with any other activity.

# Article II COMPENSATION AND EXPENSES

- 1. <u>Compensation</u>. As compensation for Consultant's services under this agreement, CRS shall pay Consultant in the amount, by the method, and in accordance with the payment period/frequency schedule stipulated on the Consultant Information Sheet, which is attached hereto and incorporated in this Agreement by reference. Consultant shall receive no other compensation for providing services under this Agreement. On an agreed upon basis, the Consultant shall submit to the CRS Contact Person an itemized invoice, preferably by email, for the Services, and/or any additional Services, based on the payment terms as set forth in the Consultant Information Sheet and any authorized expenses incurred. For any US bank used for payment, the Consultant can be paid by check or direct deposit and for banks outside of the US, the Consultant will be paid by wire transfer.
- 2. Equipment and Work Space. Consultant shall provide basic office equipment (including computer, fax machine, and/or copier) and work space at Consultant's expense as necessary to provide services under this Agreement. If it is necessary for Consultant to perform consulting services under this Agreement at CRS's place of business or using CRS's specialized equipment, CRS may provide temporary work space or may make available specialized equipment to Consultant to the extent CRS deems necessary.
- 3. <u>Business Expense</u>. Consultant may hire at Consultant's own expense, without prior approval of any CRS Entity, any assistants or other personnel necessary to enable Consultant to provide services under this Agreement. Consultant shall be responsible for any

such business expense incurred by Consultant in connection with the performance of services under this Agreement. CRS shall not reimburse Consultant for any such business expense.

- 4. Other Expenses. CRS shall reimburse Consultant for reasonable expenses incurred in connection with the performance of the Services solely to the extent identified on the Consultant Information Sheet. Invoices for such reimbursable expenses shall be submitted to the CRS Contact Person identified on the Consultant Information Sheet for approval, together with all supporting documentation reasonably required by CRS, and CRS shall pay such invoices within thirty (30) days following such approval. Consultant shall maintain books and records supporting all reimbursable expenses incurred in connection with performance of the Services for the duration of this Agreement, and for a period of four (4) years thereafter. CRS shall have access during Consultant's regular business hours to such books and records of Consultant as required to verify any and all reimbursable costs.
- 5. <u>Travel Arrangements and Expenses.</u> In order to contain costs and to benefit from economies available to humanitarian organizations, CRS will arrange for and provide to the Consultant the travel reasonably required to perform the Services under this Agreement. Upon CRS' prior written approval, the Consultant may arrange for actual, reasonable, out-of-pocket expenses for such travel reasonably required to perform the Services under this Agreement and submit such expenses to CRS for reimbursement in accordance with the payment structure described above in Article II (4). Consultant shall be bound by CRS requirements and policies, provided, in writing, by the CRS Contact Person to the Consultant.
- 6. Severance and Benefits. During the Consulting Period, Consultant shall not be eligible to participate in, or to earn any benefit under, any employee benefit plan, fringe benefit program, bonus or incentive program, or other compensation arrangement of a CRS Entity (including, but not limited to, any comprehensive medical insurance, workers' compensation, disability insurance, accidental death or dismemberment insurance, life insurance, or any defined benefit plan or defined contribution plan sponsored by any CRS Entity). The preceding sentence shall apply throughout the Consulting Period even if Consultant is later reclassified as a common law employee for part or all of the Consulting Period. Consultant shall have no right to, and agrees not to, make any claim against CRS under any workers' compensation or unemployment compensation statute. Nothing in this Agreement, nor any payments made to Consultant under this Agreement, shall be construed to reduce any severance payment or other benefit to which Consultant is or may become entitled as a result of Consultant's employment by a CRS Entity before or after the Consulting Period. To the extent that Consultant is entitled to receive benefits under any compensation arrangement of a CRS Entity upon Consultant's termination of service, Consultant acknowledges that the terms of the compensation arrangement and applicable law will determine whether the distribution of the benefit will be postponed while the Consultant provides services under this Agreement. For the avoidance of doubt, CRS will not pay for nor reimburse Consultant for medical insurance or medical evacuation insurance.

### Article III COVENANTS

- 1. <u>Personal Contract</u>. Subject to Article II, Section 3, Consultant acknowledges that CRS has contracted for Consultant's services in recognition of Consultant's knowledge and prior experience. Consultant agrees that this Agreement is personal in nature and Consultant shall not subcontract or assign any duties under this Agreement without CRS's prior written consent.
- 2. <u>Confidential Information</u>. Consultant acknowledges that during the Consulting Period, Consultant has been or will be entrusted with certain business, financial, technical, personnel, or other proprietary information and materials that are the property of CRS ("Confidential Information"). Consultant agrees that during and after the Consulting Period, Consultant will not directly or indirectly communicate, disclose, or use (except for the purposes of performing services under this Agreement) any Confidential Information. Consultant agrees that, at the expiration of the Consulting Period, or at any earlier termination of this Agreement, Consultant will promptly return to the CRS Contact Person identified on the Scope of Work all Confidential Information in Consultant's possession, and Consultant will not keep or retain copies of such Confidential Information in any form whatsoever.
- 3. Work Product. Consultant agrees that all work performed by Consultant during the Consulting Period for any CRS Entity 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, and/or built by Consultant, either alone or with others, in connection with providing the Services listed in the Scope of Work, shall be the property of CRS and Consultant shall execute such documents and assignments as may be necessary to vest the copyrights or patent rights therein in CRS. Consultant agrees that, upon request of CRS, at the expiration of the Consulting Period, or at any earlier termination of this Agreement, Consultant will promptly return to the CRS Contact Person identified on the Scope of Work all Work Product in Consultant's possession.
- 4. <u>Consultant Warranties; Conflict of Interest</u>. Consultant represents and warrants to CRS as follows: (a) Consultant has the expertise, experience and knowledge to perform and deliver the Services; (b) Consultant will use reasonable commercial efforts to perform and deliver the Services in a diligent and timely manner; (c) Consultant is not a party to any agreement which prohibits, and is not otherwise prohibited from, performing and delivering the Services; (d) any work product prepared by Consultant as a consequence of the Services will not misappropriate or infringe the intellectual property rights of third parties; (e) Consultant will perform and deliver the Services in accordance with the Scope of Work; (f) Consultant will comply with the U.S. Foreign Corrupt Practices Act (the "FCPA") and its prohibitions regarding payment to foreign officials; and (g) Consultant will perform and deliver the Services in accordance with all applicable laws, ordinances, requirements, directions, rules, statutes,

regulations or lawful orders of any governmental authority or agency, including but not limited to the provisions of the FCPA.

Consultant represents and warrants that at the time of entering this Agreement, Consultant is not engaged, by contract or otherwise, in consulting or providing any services in any manner or capacity to a direct or indirect competitor of CRS that has not been previously disclosed to CRS during the negotiation of Consultant's engagement by CRS and this Agreement. A direct or indirect competitor of CRS for purposes of this Agreement is defined as any individual, partnership, corporation, and/or other business entity that engages in international relief and development. Furthermore, Consultant covenants and agrees not to consult or provide any services in any manner or capacity to a direct or indirect competitor of CRS during the duration of this Agreement unless express written authorization to do so is given by CRS. Consultant further acknowledges that even if such authorization is granted by CRS, the provisions of Article III, Section 2 (Confidential Information) are fully applicable.

- 5. <u>Employment and Income Taxes</u>. Consultant acknowledges and agrees that Consultant shall be solely responsible for the full amount of any federal, state, local, or foreign income, employment, or self-employment tax (including, but not limited to, any FICA, FUTA, SECA, and Medicare tax) associated with any payments Consultant earns or receives under this Agreement, and for any interest, penalty, or other addition that arises in connection with such tax. CRS shall not be responsible for withholding, depositing, or paying any amount of tax due to any government agency in connection with any payments Consultant earns or receives under this Agreement. CRS acknowledges and agrees that CRS shall not treat Consultant as an employee for federal, state, or local income or employment tax purposes with respect to the consulting services rendered under this Agreement unless CRS is directed in writing to do so by the relevant taxing authority.
- 6. <u>Compliance with Applicable Laws</u>. Consultant shall comply with all applicable laws and regulations in connection with Consultant's performance of this Agreement. Consultant shall indemnify and defend CRS from any and all suits, claims, or losses that CRS might suffer, pay, or incur as a result of Consultant's failure to comply with applicable laws or regulations.
- 7. <u>Compliance with Policy on Safeguarding</u>. Consultant acknowledges, understands, and agrees to comply with the CRS Policy on Safeguarding attached hereto as Appendix A.
- 8. <u>Code of Conduct and Ethics</u>. CRS encourages Consultant to have or develop a Code of Conduct and Ethics substantially similar to the CRS Code of Conduct and Ethics attached hereto as Appendix B and receive training on the same. In the absence of such a policy and training, Consultant is encouraged to voluntarily adopt and train its staff on this CRS policy.

### Article IV PERFORMANCE AND TERMINATION

- 1. <u>Disputed Work</u>. CRS may, upon notice to the Consultant, withhold payments for received work which is not performed in compliance with this Agreement and/or reasonably question any item(s) reflected on the Consultant's invoice ("the Disputed Work"). Pending the settlement or resolution of the Disputed Work, the non-payment of these items shall not constitute a default of this Agreement. In accordance with the schedule stipulated on the Consultant Information Sheet, CRS shall pay all amounts due that are not in dispute. In the event CRS withholds any payments from the Consultant due to the Disputed Work, CRS shall concurrently provide the Consultant with a detailed written notice setting forth the reason(s) for such non-acceptance, and the Consultant shall have a reasonable opportunity to correct such work. Upon such correction, the withheld amounts will be promptly paid.
- 2. <u>Termination by Consultant</u>. Consultant may terminate this Agreement if CRS fails to pay the Consultant in accordance with the terms of this Agreement.
- 3. <u>Termination by CRS</u>. CRS may terminate this Agreement in whole or in part without penalty: (a) if the Consultant fails to comply with or breaches any of the material terms or conditions of this Agreement; (b) if the Consultant is unable or fails to carry out its obligations under this Agreement in a satisfactory or timely manner; (c) immediately, if the Consultant fails to comply with the CRS Policy on Safeguarding; or (d) at its convenience and without fault of the Consultant upon fifteen (15) calendar days' written notice.
- 4. CRS may terminate this Agreement pursuant to (3)(a) or (3)(b) of this section upon fifteen (15) calendar days' written notice to the Consultant. This notice shall (i) describe the breach and (ii) state CRS's intention to terminate this Agreement.

## Article V FORCE MAJEURE

1. Neither Party shall be liable for its failure to perform under this Agreement (a) to the extent the non-performance is caused by events or conditions beyond that Party's control, and (b) provided that Party gives prompt notice to the other Party and makes all reasonable efforts to perform.

## Article VI INDEMNIFICATION AND LIMITATION OF LIABILITY

1. Consultant shall and does hereby indemnify, defend and hold harmless CRS, its affiliated entities, successors and assignees and their respective officers, directors, managers

and employees from and against any and all claims for damages for personal injury or property damage, or any other claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney fees and costs, that CRS may incur or suffer and that result from Consultant's performance of Services, or are related to any breach or failure of Consultant to perform any of the representations, warranties and agreements contained in this Agreement.

### Article VII NOTICES

1. All other general correspondence required or permitted under this Agreement shall be in writing and shall be deemed validly given when delivered by a method reasonably calculated to effect delivery under the circumstances, preferably by email. Whether that be by hand, by recognized professional courier service, by recognized overnight express delivery service, by First Class mail, certified, return receipt requested, or by email, written confirmation requested, addressed as follows:

**If to Consultant:** To the Consultant's electronic or physical mailing address or addresses as indicated on the Consultant Information Sheet.

If to CRS: To the electronic address of the CRS Contact Person as indicated on the Consultant Information Sheet and to <a href="mailto:GSCMconsultancies@crs.org">GSCMconsultancies@crs.org</a> Either party may change the email address to which notices are to be sent by giving written email notice of such change of address to the other. Any termination notice must be communicated by email.

### Article VIII ENTIRE AGREEMENT

1. This agreement embodies the entire understanding between the parties with respect to the subject matter of the Agreement. No change, alteration, or modification of this Agreement may be made except in writing signed by both Consultant and CRS.

### Article IX MISCELLANEOUS

- 1. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.
- 2. **Survival.** The expiration or termination of this Agreement for any reason shall not terminate the obligations or liabilities of the parties under Article I §7, Article II §6, Article III

§2, Article III §3, Article III §6, Article VI, and the applicable portions under this Article IX §2, each of which shall survive any such expiration or termination.

### Article X APPLICABLE LAW

1. This agreement shall be governed by the laws of the state of Maryland. IN WITNESS WHEREOF, the parties to this Agreement have duly executed and delivered this Agreement as of the day and year first above written.

Catholic Relief Services:		
By:(Authorized HQ Global Supply Chain Management Unit Signature)	Date:	
Printed Name:		
Title:  HQ Department of Global Supply Chain Management Unit		
Consultant:		
By:(Consultant's Signature)	Date:	
Printed Name:		