

## **Additional Terms and Conditions**

**If an Applicant is chosen to complete the work described in this RFP, the Applicant must comply with the following Terms & Conditions, including but not limited to:**

- a. Applicants must represent and warrant that they have the expertise and technical capacity to undertake the work described in the RFP.
- b. Applicants must be legally permitted to conduct business and not be on any countries' sanction lists.
- c. Applicants must maintain sufficient insurance policies covering liabilities associated with the work described in the RFP.
- d. Applicants agree CPI shall solely own all intellectual property (e.g. datasets, material, etc.) resulting from the work described in this RFP.
- e. Applicants agree all funds received in advance, if any, are solely for the work described in the RFP.
- f. CPI reserves the right to require any Applicants to enter into a non-disclosure agreement.
- g. Applicants must declare if any of its officers or employees included in executing the work were convicted during a period of three years prior to the submission of this RFP, by a court of law in any jurisdiction for an offence involving bribery or corruption.
- h. Applicants must declare if any of its officers or employees included in executing the work are under sanction, for any offence involving bribery or corruption, imposed by a government, a governmental organization or a development organization providing development assistance.
- i. Applicants agree any work involving human subjects or animals be carried out in accordance with high ethical standards, and any agreement resulting from this RFP may include clauses similar to the following, and the chosen Applicants must comply with them:

**a. Information Gathering**

- i. The Recipient agrees to comply with the following principles which aim at protecting the security, dignity and privacy of every individual who, in the course of the work carried out under this Project, will be requested to provide personal or commercially valuable information about her/himself or others (hereinafter referred to as "Subject of Research"):
  1. Before an individual becomes a Subject of Research, s/he shall be notified of: the aims, methods, anticipated benefits and potential hazards of the research; her/his right to abstain from participation in the research and her/his right to terminate at any time her/his participation; and the confidential nature of her/his replies and any limits on such confidentiality.
  2. No individual shall become a Subject of Research unless s/he is given the notice referred to in the preceding paragraph and provides a freely given consent that s/he agrees to participate. No pressure or inducement of any kind shall be applied to encourage an individual to become a Subject of Research.
  3. Subject only to limitations which Subjects of Research are notified of, and consent to, pursuant to Subsections (a) and (b) above, the

identity of individuals from whom information is obtained in the course of this Project shall be kept strictly confidential. At the conclusion of the Project, any information that reveals the identity of individuals who were Subjects of Research shall be destroyed unless the individual concerned has consented otherwise in writing. No information revealing the identity of any individual shall be included in the final report or in any other communication or publication prepared in the course, or as a result, of this Project, unless the individual concerned has consented in writing to its inclusion beforehand. Likewise, at the conclusion of the Project any information that reveals the identity of individuals who were Subjects of Research shall be destroyed unless the individual concerned has consented otherwise in writing.

4. When children are involved in the Project, it is the policy of the Centre that special care be taken to ensure that their participation is undertaken in accordance with high ethical standards. Accordingly, in addition to the requirements of paragraphs A7.1(a) – A7.1(c) being complied with, children shall not be allowed to participate unless:
  - a. their parents or guardians have been counseled with respect to the children's participation in accordance with the requirements of paragraphs A7.1(a) – A7.1(c); and
  - b. their parents or guardians have given their free, explicit, and informed consent to the participation of the children in the Project.
5. Parents or guardians shall have the right to withdraw their children from the Project at any time.

**b.**

**c. Transmission of Medical or Other Confidential Information**

- i. The Recipient shall take all reasonable measures to ensure protection against unauthorized access or intrusion to the confidential information contained in the personal digital assistants or being transmitted on a network.

**d. Projects Involving the Use of Animals**

- i. It is the policy of the Centre that any animals used in Centre-supported Projects should be treated in a humane way. Therefore, it is a condition of this Agreement that:
  1. All animals are acquired according to law;
  2. The facilities in which the animals are kept accommodate their needs;
  3. The environment in which the animals are kept is reasonably comfortable and constant;
  4. Reasonable amounts of food and water are provided to the animals;
  5. Reasonable veterinary care is provided to the animals;

6. No animal is subjected to pain or distress unless it is a necessary aspect of experiments that has been approved by the Centre; and
7. Where euthanasia is necessary, the method used rapidly produces a state of unconsciousness.

**e. Projects Involving Biological Knowledge**

- i. The Centre supports the objectives of the 1992 Convention on Biological Diversity, in particular that of promoting the fair and equitable sharing of the benefits arising from the use of genetic resources. Recipients involved in any project that may entail the use or dissemination of knowledge, including traditional knowledge, to which a person or group of persons may claim moral or legal rights, will not take steps that would prejudice such claims or diminish their value. In particular, the Recipient will not profit or act in such a way as to facilitate profit by third parties through the commercialization or dissemination of such knowledge without the concurrence of the Centre. Where the use or dissemination of such knowledge is envisioned, the Recipient will ensure that the moral or legal rights of any potential claimants are respected, through consultation with them and compensation to them where available. This section will survive beyond the Contract Completion Date.

**DISCLAIMER: The above is for informational purposes only. The above is a preview summary of terms and conditions to be included in a subsequent subcontract agreement beyond standard contractual terms and conditions. The above summary is not comprehensive of the terms and conditions of a subcontracting agreement for work described in this RFP and the terms and conditions are subject to change pending execution of a subcontracting agreement.**