

REQUEST FOR LETTERS OF INTEREST

Grand Challenges Canada / Grands Défis Canada

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Grand Challenges Canada®
Grands Défis Canada

BOLD IDEAS WITH BIG IMPACT®

Request for Letters of Interest Strategic Bridge Scaling Support

**Submission Deadline:
August 11, 2022 – 5:00pm EST**

RFP Reference Number: RLOI-IA-2022-07-08

Overview

OBJECTIVE

GRAND CHALLENGES CANADA/ GRANDS DÉFIS CANADA (“**Grand Challenges Canada**”) is seeking letters of interest from organizations with strategies and/or platforms to provide strategic support and to crowd-in private financing to innovations in the health innovation ecosystem in Africa. The innovations can be from both inside and outside of Grand Challenges Canada’s innovation pipeline, to bridge from early transition-to-scale to deployment at scale (see Grand Challenges Canada’s transition-to-scale framework, enclosed, for what we mean by ‘transition-to-scale’).

STATEMENT OF WORK

Grand Challenges Canada is open to different strategies and approaches to achieve the objective outlined above, as well as a consortia of organizations to achieve the objectives, including but not limited to:

1. GCC providing **concessional capital of up to ~\$5M USD to a fund/funds** that are focused on the health innovation sector in Africa and that:
 - a. Are based and work in Africa, with the ability to undertake investments in both Francophone and Anglophone African countries;
 - b. Has a focus that is strongly aligned with Grand Challenges Canada’s five areas of sectoral focus:
 - i. Maternal & Newborn Health
 - ii. Childhood Development
 - iii. Sanitation
 - iv. Global Mental Health
 - v. Sexual Reproductive Health & Rights
 - c. Will mobilize private and philanthropic capital to leverage Grand Challenges Canada’s concessional capital by a minimum of 3x, of which at least 2:1 will originate from the private sector;
 - d. Support and enable aligned co-investments, where appropriate, from Grand Challenges Canada and/or other development innovation investors, as a way to support our pipeline to access scaling funding;
 - e. Measure impact in a way that is compatible with/contributes to Grand Challenges Canada’s impact measurement frameworks (i.e., quantifies lives saved and lives improved with a focus on individuals and communities in the bottom quartile by income)
 - f. Are able to assume Terms and Conditions that flow down from Grand Challenges Canada’s funder, the Global Affairs Canada (enclosed)

2. Support the **construction and development of investible deals** in the Health innovation sector in Africa in a manner that:

- a. Accesses and supports deals from existing innovation pipelines (including Grand Challenges Canada's) (please see **Annex 1** for an overview of this process);
- b. Has a team that is based in and works in Africa, with the ability to prepare investments from both Francophone and Anglophone countries, that will partner with Grand Challenges Canada's investment team, predominantly based in Toronto, Canada. Grand Challenges Canada can invest directly up to \$3M CAD in global health innovations transitioning to scale, subject to approval by its Investment Committee & Board of Directors;
- c. Focuses on innovations in sectors that are strongly aligned with Grand Challenges Canada's five areas of sectoral focus:
 - i. Maternal & Newborn Health
 - ii. Childhood Development
 - iii. Sanitation
 - iv. Global Mental Health
 - v. Sexual Reproductive Health & Rights
- d. Mobilizes additional private and philanthropic capital to leverage the Grand Challenges Canada's contribution by a minimum of 2:1;
- e. Models potential impact in a way that is compatible with Grand Challenges Canada's impact measurement frameworks (i.e., quantifies lives saved and lives improved with a focus on individuals and communities in the bottom quartile by income)
- f. Enables it to assume Terms and Conditions that flow down from Grand Challenges Canada's funder, the Global Affairs Canada

All Interested entities can suggest additional objectives to the strategies listed above if they feel that this would provide additional value for Grand Challenges Canada.

Respondents are requested to include sufficient information about their proposed approach to enable a preliminary assessment of its potential fit and impact but are not expected to provide detailed implementation plans at this time. Already prepared material that is not specifically tailored to Grand Challenges Canada and/or this call is welcome.

Part 1: General Information

1.1 Objective

- a. The objective of this Request for Letters of Interest is to identify one or more organizations or entities with the potential to provide the services described in the Statement of Work in a manner that will provide the best value for Grand Challenges Canada's funds.

1.2 Period of Work

- a. Grand Challenges Canada anticipates completing its evaluation of respondents by August 30, 2022 and will engage in further discussions with selected respondents at that point. It is anticipated that any contract will be finalized by the end of 2022, and by March 2023 at the latest. The period of work for the provision of concessional capital will be determined by the length of the fund. The period of work for construction and development is anticipated to be in the form of a two (2) year contract, that may be extended or renewed for three (3) additional two (2) year terms.

1.3 About Grand Challenges Canada

Grand Challenges Canada is dedicated to supporting Bold Ideas with Big Impact® in global health. Funded by the Government of Canada and other partners, Grand Challenges Canada is driven by the mission to catalyze innovation that saves and improves the lives of the most vulnerable in Canada and low- and middle-income countries. One of the largest impact-first investors in Canada, Grand Challenges Canada has supported a pipeline of over 1,300 innovations in 106 countries since its creation. Grand Challenges Canada estimates that these innovations have the potential to save up to 1.78 million lives and improve up to 64 million lives by 2030.

For more information, please see: www.grandchallenges.ca, including our latest Annual Report under "Who We Are".

Part 2: Standard Instructions, Clauses and Conditions

2.1 Submission of Letter of Interest

- a. Grand Challenges Canada requests that each respondent submit a “Letter of Interest” (or “Response”) to the email address outlined in Paragraph 2.2, as early as possible, but **no later than August 11, 2022 at 5:00pm EST** (the “**Closing Date**”). For greater certainty, Responses will only be accepted from July 19, 2022 at 5:00pm EST, until August 11, 2022 at 5:00pm EST (Request for Letters of Interest period).
- b. The Response must include the Respondent’s firm or vendor’s name, a contact name, address, telephone and fax numbers, and email address.
- c. Grand Challenges Canada requests that each Response contain a covering letter signed by the Respondent or by an authorized representative of the Respondent. The covering letter should reference the RFP Reference Number. The Respondent’s signature indicates acceptance of the terms and conditions set out and/or referenced herein. If the Respondent fails to provide a signed covering letter when requested to do so by Grand Challenges Canada, then the Respondent shall be disqualified from the process and be declared non-compliant.
- d. It is the Respondent's responsibility to:
 - i. Obtain clarification of the requirements contained in the Request for Letters of Interest, if necessary, prior to submitting a Response
 - ii. Prepare its Response in accordance with the instructions contained in the Request for Letters of Interest,
 - iii. Submit its Response by closing time
 - iv. Send its Response only to the “Contracting Authority” named in Paragraph 2.2 below
 - v. Provide a contact name, address, telephone number and email address in its Response, as indicated in 2.1b above
 - vi. Provide a comprehensible and sufficiently detailed Response, including all requested pricing details that will permit a complete evaluation, in accordance with the criteria set out in this Request for Letters of Interest.
- e. Grand Challenges Canada reserves the right in its sole discretion to extend the Request for Letters of Interest period at any time for up to twenty-eight (28) calendar days.
- f. Responses and/or amendments thereto will only be accepted by Grand Challenges Canada if they are received at the email address indicated below in Paragraph 2.2, on or before the Closing Date specified herein.
- g. Responses received will become the property of Grand Challenges Canada and will not be returned.

- h. All information within this Request for Letters of Interest, is to be held in confidence.
- i. Except as specifically provided otherwise in the Request for Letters of Interest,, Grand Challenges Canada will evaluate a Response only on the documentation provided as part of that Response. Grand Challenges Canada will not evaluate information not submitted with the Response, such as references to website addresses where additional information can be found, or technical manuals or brochures not submitted with the Response.

2.2 Contracting Authority

Grand Challenges Canada
661 University Avenue, Suite 1720
MaRS Centre, West Tower
Toronto, Ontario, M5G 1M1

Attention: Adetunji Eleso, Director, Scale & Sustainability
Email: Adetunji.Eleso@grandchallenges.ca

3.1 Late Responses

- a. The Respondent has sole responsibility for the timely receipt of a Response by Grand Challenges Canada and cannot transfer this responsibility to Grand Challenges Canada.
- b. Grand Challenges Canada will return Responses delivered after the stipulated Request for Letters of Interest Closing Date and time referred to in Paragraph 2, Sub-paragraph 1a, unless they qualify as a “delayed Response” (see below).
- c. A Response received after the Closing Date may be considered, provided the delay can be proven by the Respondent to have been due solely to a delay in delivery that can be attributed to incorrect handling by Grand Challenges Canada (a “delayed Response”).
- d. Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of Responses are not acceptable reasons for the Response to be accepted by Grand Challenges Canada.

4.1 Legal Capacity

- a. The Respondent must have the legal capacity to contract. If the Respondent is a sole proprietorship, a partnership or a corporate body, the Respondent must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated, together with the registered or corporate name and

place of business. This also applies to Respondents submitting a Response as a joint venture.

5.1 Rights of Grand Challenges Canada

- a. Grand Challenges Canada reserves the right, in its sole discretion, to:
 - i. Reject any or all Responses received in response to the Request for Letters of Interest
 - ii. Enter into negotiations with Respondents on any or all aspects of their Responses
 - iii. Accept any Response in whole or in part without negotiations
 - iv. During the evaluation, members of the evaluation team may, at their discretion, submit questions to or conduct interviews with Respondents, at Respondents' cost, upon forty-eight (48) hours' notice, to seek clarification and/or verify any or all information provided by the Respondent with respect to this Request for Letters of Interest
 - v. To award one or more contracts, if applicable
 - vi. Not to accept any deviations from the stated terms and conditions
 - vii. Conduct a survey of Respondents' facilities and/or examine their technical, managerial and financial capabilities to determine if they are adequate to meet the requirements of the Request for Letters of Interest
 - viii. Contact any or all references supplied by Respondents to verify and validate any information submitted in their Response, if applicable
 - ix. Correct any mathematical errors in the extended pricing of financial Responses by using unit pricing and the quantities stated in the Request for Letters of Interest
 - x. Verify any information provided by Respondents through independent research, use of any government resources or by contacting third parties deemed reliable by Grand Challenges Canada
 - xi. Incorporate all or any portion of the Statement of Work, Request for Letters of Interest and the successful Response in any resulting contract
 - xii. Cancel the Request for Letters of Interest at any time without liability
 - xiii. Reissue the Request for Letters of Interest without liability
 - xiv. Extend the Request for Letters of Interest deadline without liability
 - xv. If no compliant Responses are received and the requirement is not substantially modified, re-tender the requirement by inviting only the Respondents who Response to re-submit Responses within a period designated by Grand Challenges Canada
 - xvi. Not to award a contract in part or at all.

- b. Respondents will have the number of days specified in the request by the Contracting Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the Response being declared non-responsive.

6.1 Communications – Solicitation Period

- a. To ensure the integrity of the competitive Response process, all enquiries and other communications regarding the Request for Letters of Interest must be directed, by email, only to the Contracting Authority identified in this Request for Letters of Interest. Failure to comply can, for that reason alone, result in the disqualification of the Response.
- b. To ensure consistency and quality of information provided to Respondents, significant enquiries received and the replies to such enquiries will be provided to all Respondents, without revealing the sources of the enquiries.

7.1 Costs

- a. No payment will be made for costs incurred in the preparation and submission of a Response in response to the Request for Letters of Interest. Costs associated with preparing and submitting a Response, as well as any other costs incurred by the Respondent associated with the evaluation of the Response, are the sole responsibility of the Respondent.
- b. No costs incurred relating to the work before the receipt of a signed contract or specified written authorization from the Contracting Authority can be charged to any resulting contract. In addition, the Contractor is not to perform work in excess of or outside the scope of any resulting contract based on verbal or written requests or instructions from any Grand Challenges Canada personnel other than the Contracting Authority. The Contracting Authority is the only authority that can commit Grand Challenges Canada to the expenditure of the funds for this requirement.

7.2 Governing Law

This Request for Letters of Interest is governed by the laws of the Province of Ontario and Canada as applicable therein. A Respondent and Grand Challenges Canada shall attempt to resolve any disputes, differences or claims arising under the Request for Letters of Interest in good faith. Any action or proceeding relating to this Request for Letters of Interest may (but need not) be brought in a court of competent jurisdiction in the Province of Ontario, and for that purpose now irrevocably and unconditionally attorns and submits to the jurisdiction of such Ontario court.

Part 3: Response Preparation Instructions and Evaluation Procedures

1.0 Format of Response

In its Response, the Respondent must demonstrate its understanding of the requirements described in the Request for Letters of Interest, as well as demonstrate how the Respondent will meet the requirements.

The Response must not exceed 10 pages including the cover sheet, excluding appendices. Already prepared material not tailored to Grand Challenges Canada and/or this call is welcome, particularly for the appendices.

The Response should be concise and should address, at a minimum, all of the evaluation criteria identified below.

In addition to those elements described above, the Respondent shall also provide:

1. **History of the organization(s), or consortia or organizations, and location**, affiliation with any relevant partners or networks, size, etc.
2. **Description of support team**, including brief bios, relevant experience and specific expertise that they will bring to this role
3. **Two (2) client references ONLY**, for whom you have provided the services described in the statement of work (or similar services if the proposed approach is unique to Grand Challenges Canada).
4. **Value-added services**, including whatever the Respondent may want to add to its Response.

2.0 Evaluation Criteria

Letters of Interest will be evaluated on the following criteria:

1. Relevance to objective of bridging health innovations from seed (or Transition to Scale in Grand Challenges Canada's framework) towards scale to save and improve lives of underserved populations in Africa.
2. Investment thesis alignment with GCC's Global Health Innovation and Transition to Scale portfolios (see: <https://www.grandchallenges.ca/programs/global-health/> and <https://www.grandchallenges.ca/programs/transition-to-scale/>)
3. Credible investment fund experience
4. Presence of strong investment team(s) in Africa
5. Demonstrated focus on impact consistent with Official Development Assistance (ideally, lives saved / lives improved), and strong monitoring & evaluation approach
6. Proven track record of leveraging private capital



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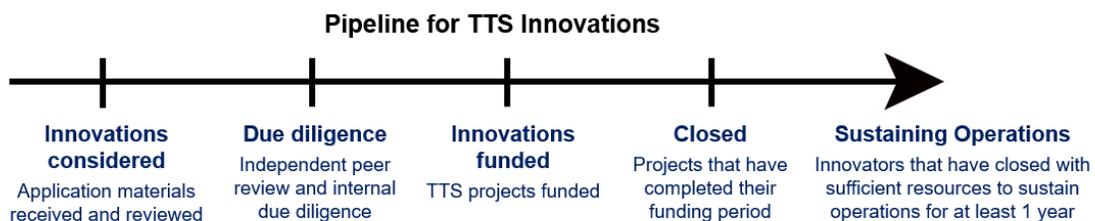
7. Demonstration that GCC's investment would be catalytic
8. Branding and/or announcement opportunities for Government of Canada
9. Interest and ability to partner with GCC to support our global health innovation pipeline to become investment ready in similar funds
10. (If selected) Ability to accept Global Affairs Canada's terms as an implementation partner under GCC's Institutional Support Grant (see Annex B)

Annex A: Description of Grand Challenges Canada's Transition to Scale Program

At Transition to Scale, Grand Challenges Canada supports innovations that have achieved proof-of-concept or demonstrated initial positive results of the innovation and have significant potential to achieve lasting and sustainable impact at scale or as it reaches more people. We provide funding in the early stages of projects between \$150,000 to \$3M CAD between the experimental and scaling phases, often referred to as the 'missing middle'. We aim to provide funding that is patient, allowing innovators the room to fail fast and repeat along a non-linear path to scale, while also encouraging accountability through having project objectives (milestones) during the funding period with funding provided in stages upon meeting the milestones. With a main goal to save and improve lives, we offer grants and other funding such as loans and equity instruments, structured to maximize an organization's sustainability and ability to bring in other funders.

Overall, Grand Challenges Canada takes a portfolio approach steered by the Grand Challenges Canada's priorities, to investing in global health innovation, seeking to support diverse innovations by geography, sector, stage, risk profile, innovation type, organizational structure and scaling pathway. By supporting this variety and diversity of voices and solutions, we believe we can create shifts in gender equality, and save and improve lives of underserved people in Sub-Saharan Africa and worldwide. To date, Grand Challenges Canada has invested almost \$200 million CAD in more than 255 unique innovations globally at Transition to Scale.

All potential TTS investments are vetted through an external peer review process. Only those proposals that pass a certain threshold move on to deeper internal due diligence conducted by the GCC team. Final funding decisions are made by Grand Challenges Canada Management, Investment Committee or Board of Directors, depending on the amount of funding. The diagram below details the simplified process from innovation consideration to post GCC monitoring and follow up.



<p>Grand Challenges Canada assesses opportunities with the following criteria:</p> <ul style="list-style-type: none"> • Competitive advantage • Proof of concept • Potential for sustainability, including smart partners • Identified path to scale • Portfolio fit 	<p>Grand Challenges Canada conducts due diligence on:</p> <ul style="list-style-type: none"> • Health outcomes • Smart partners • Governance • Sustainability (operationally and financially) • Team capacity and skills • Market 	<p>Grand Challenges Canada negotiates:</p> <ul style="list-style-type: none"> • Goal and milestone-driven funding • Global access to data • Monitoring and evaluation systems 	<p>Grand Challenges Canada enables success through:</p> <ul style="list-style-type: none"> • Monitoring and evaluation support • Support for networking, fundraising and partnership building • Optimizing governance • Tailored technical assistance
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Through the due diligence process, GCC evaluates the stage and needs of the proposals and are phased according to the following TTS phasing framework.

	TTS1 Plan	TTS2 Test & Refine	TTS3 Grow & Iterate	TTS4 Prepare to Scale
Stage of Development	<ul style="list-style-type: none"> • Proof of Concept for health impact is achieved or promising • Innovator is in seed stage and has not yet developed a solid business/scaling plan 	<ul style="list-style-type: none"> • Proof of Concept achieved or promising (peer review score >3.5); may require further evidence generation (eg.. innovations with long product development timelines or public sector buy-in) • Business/scaling plan developed, but yet to be validated 	<ul style="list-style-type: none"> • Early validation of business/scaling plan complete, but more time/resources needed for advanced iteration and improvement • Funders and scaling partners identified with evidence of strong commitment 	<ul style="list-style-type: none"> • Innovator prepared for the conditions in the market to support sustainable scaling • Exit partner/strategy identified with strong evidence of commitment (or secured commitment)

Annex B: Terms and Conditions from Global Affairs Canada that will flow from Grand Challenges Canada

Schedule of Government of Canada Compliance Requirements

The successful applicant (or "**Funding Recipient**"), as a recipient of an investment, grant, and/or funding (the "**Funding**") for the project described herein ("**Project**") contributed to Grand Challenges Canada ("**GCC**") by Her Majesty the Queen in right of Canada ("**Her Majesty**"), represented by the Minister for International Development of Global Affairs Canada acting through The Department of Foreign Affairs, Trade and Development (hereinafter "**DFATD**") is subject to the compliance requirements enumerated in this Schedule, which terms may be included in a side letter agreement (this or the "**Agreement**").

1. Funding.

- 1.1 Any payment to be made to the Funding Recipient is subject to there being an appropriation by the Parliament of Canada for the fiscal year in which the payment is to be made. If DFATD's appropriation is changed by the Parliament or if funds are not available for any other reason, this Funding may be reduced or this Agreement may be terminated. DFATD may at any time, by notice in writing, suspend or terminate the Funding under this Agreement in whole or in part.
- 1.2 The Funding Recipient agrees to use the Funding and any interest earned on the Funding exclusively for the purposes of the Project.
- 1.3 DFATD may withhold payment(s) or request reimbursement of Funding, following consultation with GCC, should DFATD reasonably determine that the Funding Recipient: a) failed to use the Funding for the purpose of the Project; b) receives a payment made by error; c) is no longer eligible for the Funding; or d) has either directly or through its employees, agents, implementing partners, or representatives committed or allowed to be committed, either: i) willfully or with gross negligence or ii) without having taken all the reasonable steps to prevent the situation or iii) without having made its reasonable efforts to monitor, a fraud, a corrupt practice or a misuse of funds, or is not compliant with Article 5 "Fraud and Corruption" below, as determined by DFATD in its sole discretion.
- 1.4 The Funding Recipient hereby acknowledges that it has read and understood the Cost Directive for Grand Challenges Canada ("**GCC**") applicable to Institutional Support Grant, which is available at <https://www.grandchallenges.ca/innovator-resources/> (the "Eligible & Ineligible Expense Directive"). The Funding Recipient agrees that it shall not use the

Funding in contravention of the Eligible & Ineligible Expense Directive under any circumstance.

2. Funding Recipient Oversight & Audit Rights.

2.1 The Funding Recipient authorizes GCC to provide DFATD with copies of any reviews, evaluation or audit reports, including but not limited to any institutional risk assessment (IRA) or spot check audit (remote or on-site). Funding Recipient grants to DFATD and the Auditor General rights to access the Funding Recipient's premises or any other premises where activities are taking place, for monitoring and audit purposes.

2.2 DFATD reserves the right, in consultation with GCC, to request other and/or more frequent reports than provided for in the Agreement.

2.3 The Funding Recipient shall maintain and keep in a secure place during the Project Period and until March 31, 2031 relevant original records and documents in support of the use of the Funding. The Funding Recipient shall retain books, records and any supporting documents related to the Funding, including a budget breakdown, until March 31, 2031. The Funding Recipient acknowledges that GCC's and DFATD's or the Auditor General's right to have access to such documentation for monitoring, audit and evaluation purposes.

3. Sexual Misconduct

3.1 For the purpose of this Article 3, the following definitions apply: a) Sexual exploitation: Any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another; b) Sexual abuse: Actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. All sexual activity with a child is considered as sexual abuse; c) Protection from sexual exploitation and abuse (PSEA): The term used by the United Nations and non-governmental community to refer to measures taken to protect vulnerable people from SEA by their own staff and associated personnel.

3.2 Recognizing that sexual exploitation and abuse ("**SEA**") violate universally recognized international legal norms and standards and, aligned with Canada's commitment to the delivery of international assistance grounded in a human rights framework, the Funding Recipient attests that it shall respect GCC's Code of Conduct & Anti-Harassment Policy and other relevant policies or adopt their own policies and procedures to prevent SEA (the "**Code**") that shall be in keeping with the goals and objectives of GCC's Code and other relevant policies for the duration of the Agreement to prevent, investigate and respond to SEA.

- 3.3 The Funding Recipient shall notify GCC and GCC shall notify DFATD of any credible allegation of SEA in the delivery of Canadian international assistance which may involve DFATD's funding or which could put DFATD's funding or reputation at risk within forty-eight (48) hours after determining that an allegation is credible. Accordingly, the Funding Recipient acknowledges that GCC shall submit Part A of the Reporting Form – Sexual exploitation and abuse allegations in international assistance to PSEAPEAS@international.gc.ca at the time of the initial allegation of SEA and complete Part B at the conclusion of the investigation. Funding Recipient should refer to DFATD's SEA guiding principles to be found at Global Affairs Canada expectations for reporting sexual exploitation and abuse in international assistance webpage for any additional information. Funding Recipient shall cooperate with GCC and DFATD in any such investigation and reporting under this Article 3.
4. Gender Equality
- 4.1 In line with Global Affairs Canada's Policy on Gender Equality (<https://www.international.gc.ca/world-monde/funding-financement/policy-politique.aspx?lang=eng>), the Funding Recipient shall explicitly and systematically implement the gender equality commitments identified in the Agreement, and any other gender equality considerations derived from subsequent gender equality analysis, at all stages of the Project.
- 4.2 As part of its regular reporting, the Funding Recipient shall report to DFATD (through GCC) on the application of the above provisions.
5. Fraud and Corruption
- 5.1 The Funding Recipient shall notify Grand Challenges Canada immediately of any allegation or actual case of misuse of funds, fraud, bribery, corruption or financial irregularity which may involve the Funding or which could put the Funding at risk. The Funding Recipient shall immediately provide electronically to Grand Challenges Canada a written summary of such event including a description of the event, the amount involved, the actions taken or to be taken by the Funding Recipient to resolve the issue and any additional information that will assist Grand Challenges Canada and its funders in their determination of the way forward. The Funding Recipient shall cooperate with Grand Challenges Canada and its funders in any required reporting to its funders.
- 5.2 The Funding Recipient acknowledges that it has rules and policies to adequately implement internal controls in regards to anti-corruption, antifraud, anti-bribery and other situations of misuse of funds. DFATD reserves the right to take any appropriate action to address such practices, including recovering resources lost, suspending or terminating the Agreement.

- 5.3 The Funding Recipient declares and guarantees that no offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone by the Funding Recipient, either directly or indirectly, as an inducement or reward for the award or execution of the Agreement. The Funding Recipient declares and guarantees that neither the Funding Recipient, nor its employees involved in the Project: a) were convicted during a period of three (3) years prior to and since the submission of the project proposal, by a court of law in Canada or in any other jurisdiction for an offence involving fraud, bribery or corruption; or b) are under sanction, for an offence involving fraud, bribery or corruption, imposed by a government, an international governmental organization or an organization providing development assistance.
- 5.4 The Funding Recipient declares and guarantees that it has taken all reasonable steps to assure itself that neither its local partners nor its subcontractors or sub-recipients, nor its local partners' or subcontractors' and sub-recipients' employees involved in the Project: a) were convicted during a period of three (3) years prior to and since the submission of the project proposal, by a court of law in Canada or in any other jurisdiction for an offence involving fraud, bribery or corruption or; b) are under sanction, for an offence involving fraud, bribery or corruption, imposed by a government, an international governmental organization or an organization providing development assistance.
6. Anti-Terrorism
- 6.1 The Funding Recipient declares and guarantees that the funding for the Project shall not knowingly be used to benefit sanctioned groups or persons, terrorist groups or individual members of those groups, or for terrorist activities, either directly or indirectly, as defined in the Criminal Code R.S.C., 1985, c. C-46 or appearing on the Consolidated United Nations Security Council Sanctions List as modified during the term of this Agreement. The Funding Recipient shall notify GCC in writing immediately if it is unable to complete the Project as a result of terrorism-related concerns.
- 6.2 The Funding Recipient is responsible for consulting all relevant lists in order to stay informed of the listed terrorist groups and their members Entities or individuals listed as terrorists can be found at the following web addresses: a) Criminal Code of Canada list at <https://www.publicsafety.gc.ca/cnt/ntnl-scr/cntr-trrrsm/lstd-ntts/index-en.aspx> ; b) Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism (RIUNRST) at <https://laws-lois.justice.gc.ca/eng/regulations/SOR-2001-360/FullText.html> ; c) The United Nations Security Council Consolidated Sanctions List is available on the United Nations Security Council website

(<https://www.un.org/securitycouncil/>) at
<https://www.un.org/securitycouncil/content/un-sc-consolidated-list> to
implement the sanction measures imposed by the United Nations Security Council pursuant to resolutions 1267 (1999), 1989 (2011) and 2253 (2015) concerning ISIL (Da'esh), Al-Qaida, and associated individuals, groups, undertakings and entities, and pursuant to resolution 1988 (2011) concerning the Taliban and associated individuals. The Funding Recipient is responsible for consulting the aforementioned lists even in the event that the provided web addresses are no longer valid.

- 6.3 The Funding Recipient shall include a corresponding provision in any subcontract or sub-agreement that the Funding Recipient enters into for the purposes of the Project.
- 6.4 The Funding Recipient acknowledges that any breach (and any corresponding details) by it under this Article 6 will be disclosed by GCC to DFATD.
7. Economic Sanctions and Other Trade Controls
- 7.1 The Funding Recipient declares and guarantees that funding for the purposes of the Project will not be knowingly used, either directly or indirectly, in a manner that contravenes economic sanctions imposed by Canada and enforced by regulations under the United Nations Act (R.S.C. (1985), c. U-2); the Special Economic Measures Act (S.C. (1992), c. 17); the Justice for Victims of Corrupt Foreign Officials Act (S.C. (2017), c. 21) as they are amended from time to time, or for activities that would contravene the provisions of the Export and Import Permits Act (R.S.C. (1985), c. E-19). Information on Canadian sanctions and export and import controls can be found at the following links: a) https://www.international.gc.ca/world-monde/international_relations-relations_internationales/sanctions/index.aspx?lang=eng b) https://www.international.gc.ca/world-monde/international_relations-relations_internationales/sanctions/types.aspx?lang=eng c) <https://www.international.gc.ca/controls-controles/index.aspx?lang=eng>.
- 7.2 The Funding Recipient shall consult the above links to be aware of the foreign governments, persons and activities subject to economic sanctions and other trade controls during the term of this Agreement.
- 7.3 The Funding Recipient shall include a corresponding provision in all subcontracts and sub-agreements it signs for the purposes of the Project.
- 7.4 The Funding Recipient acknowledges that anything disclosed by Funding Recipient to GCC under this Article 7 may be disclosed to DFATD.
8. Environmental Assessment

- 8.1 This Agreement may involve the carrying out of one or more components that is likely to cause negative environmental effects. The Funding Recipient shall ensure that the Project is not likely to cause significant adverse environmental effects. The Funding Recipient shall ensure that the management of environmental effects, including any analysis, is carried out in accordance with the environmental processes and requirements of GCC at all stages of the Project.
- 8.2 Upon DFATD's request, the Funding Recipient shall provide GCC with a copy of any environmental analysis(-es) and any supporting documentation. All such documentation will be provided to DFATD by GCC.
- 8.3 DFATD may also evaluate whether the management of environmental effects was carried out in accordance with the environmental process(-es) and requirements of the GCC.
- 8.4 As part of its regular reporting, the Funding Recipient shall report to GCC on the application of the above provisions.
9. Publicity.
- 9.1 In consultation with GCC, the Funding Recipient shall use every opportunity available to ensure the visibility and recognition of Canada's contribution to the Project in publications, speeches, press releases, websites, social media or other communications material in accordance with the Federal Identity Program which can be consulted at: https://www.international.gc.ca/world-monde/funding-financement/recognizing_results-reconnaitre_resultats.aspx?lang=eng&_ga=2.190112619.1328801602.1616008134-676379138.1608057269 and <https://www.canada.ca/en/treasury-board-secretariat/topics/government-communications/federal-identity-requirements.html> , At no additional cost to DFATD, the Funding Recipient agrees to acknowledge DFATD's funding in any public reference to the Project such as but not limited to announcements, interviews, speeches, press releases, publications, signage, websites, promotional materials and advertising, ensuring the appropriateness and accuracy of any messages. The Funding Recipient agrees to use any available opportunities to demonstrate that their activities are funded in whole or in part by the Canadian Government through DFATD. After consultation, DFATD or the GCC may request to cease all public recognition activities inter alia for security, programming or other compelling reasons. DFATD and GCC will consult each other to determine when the public recognition activities may resume.
- 9.2 Announcements. DFATD shall be informed by GCC, with reasonable (at least two (2) weeks) advance notice, of any major public announcement relating to activities funded under this Agreement, to give the representative of the

Government of Canada the opportunity to be involved in making the announcement. Where DFATD has expressed the desire to become involved, the Funding Recipient shall cooperate with GCC and DFATD in making the announcement.

10. Intellectual Property

- 10.1 Use of Intellectual Property. The Funding Recipient acknowledges and agrees that the Funding is provided as international development assistance and that any Intellectual Property related to the Project will be asserted and managed by the Funding Recipient in a manner that is consistent with the objectives of the Agreement.
- 10.2 Ownership of Intellectual Property. Any Intellectual Property Rights in the Intellectual Property created by the Funding Recipient belong to the Funding Recipient.
- 10.3 License to Project Materials. The Funding Recipient grants, to Her Majesty, on each draft and version of all Intellectual Property protected by Intellectual Property Rights that is created by or for the Funding Recipient in connection with the Project and is in the possession of the Funding Recipient, and that, according to Her Majesty, serves to define or manage the Project, including proposals pertaining to the design, conceptualization, planning, or implementation of the Project, the implementation plan and work plans, narrative, financial, and technical reports, including the reports created by or obtained by or from the ultimate recipients, a worldwide, perpetual, irrevocable, non-exclusive, non-commercial, free of charge and royalty-free license to use, reproduce, adapt, modify, improve, develop, translate, publish, disseminate, distribute, communicate to the public by telecommunication and display this Intellectual Property, in whole or in part, in any form, media, or technology now known or later developed, including the right to authorize others to do such acts and the right to sublicense, on the same terms, to any person or entity such rights, in order for Her Majesty to achieve the objectives of its programs.
- 10.4 For all intellectual property protected by Intellectual Property Rights created outside the Agreement that is directly incorporated into the Intellectual Property that is a part of or subject to the license in Article 10.3, the Funding Recipient grants to Her Majesty, at the Ultimate Recipient's expense an identical license as the one provided under Article 10.3.
- 10.5 In order to give effect to Article 10 and other intellectual property Articles of this Schedule (the "**Intellectual Property Articles**"), the Funding Recipient shall ensure, that all licenses, distribution agreements and other agreements related to the Intellectual Property include terms and conditions consistent with this Agreement, on terms no less favourable to Her Majesty than in this Agreement,

that will, among other things, enable the granting and exercise of all rights, obligations, and licenses included in this Agreement.

- 10.6 Application of Intellectual Property Articles to Others. The Funding Recipient shall ensure, that the obligations contained in the Intellectual Property Articles are (i) included in all sub-agreements, subcontracts and other agreements related to the Project, that involve the creation of, or otherwise relate to, Intellectual Property and that do not otherwise assign that Intellectual Property to the Funding Recipient, and (ii) are applicable to each such subcontractor or third party on terms no less favourable to Her Majesty.
- 10.7 Duration of the Intellectual Property Articles. The Intellectual Property Articles shall remain in force after the expiration of this Agreement.
- 10.8 Definitions specific to Article 10: a) “**Applicable National Law**” (Loi nationale applicable) – notwithstanding the law applicable to this Agreement, the law applicable to the Intellectual Property is the law applicable in the jurisdiction where the Intellectual Property comes into existence if that jurisdiction is a Party to this Agreement on Trade-Related Aspects of Intellectual Property Rights (TRIPS). If there is no law governing the applicable Intellectual Property in the jurisdiction where the Intellectual Property comes into existence or if the jurisdiction in question is not a Party to TRIPS, the law applicable to the Intellectual Property will be the laws of Canada. b) “**Intellectual Property**” (Propriété intellectuelle) – means the intellectual property created, developed or otherwise brought into existence in relation to the Project provided pursuant to this Agreement (excluding any trade secrets, confidential information, and personal information therein), and includes but is not limited to: any information, knowledge or expression of an industrial, scientific, technical, commercial or literary, musical, dramatic, artistic or otherwise creative nature relating to the Project, whether oral or recorded in any form or medium and whether or not subject to Intellectual Property Rights, this includes but is not limited to any inventions, Innovations, designs, methods, processes, techniques, know-how, show-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, manuals and any other documents, software (software includes any computer program whether in source or object code, any computer program documentation recorded in any form or upon any medium and any computer database, including any modification) and firmware (firmware includes computer programs that are stored in integrated circuits, read-only memory or other similar devices within the hardware or other equipment). c) “**Intellectual Property Rights**” (Droit de propriété intellectuelle) – means any intellectual property right recognized by the Applicable National Law, including any intellectual property right protected by legislation, such as, but not limited

to, copyrights, trademarks, patents, industrial designs, integrated circuit topographies and plant breeder's rights.

11. Access to Information and Confidential Information

11.1 Access to Information. All information provided by the Funding Recipient shall be treated in accordance with the *Access to Information Act and the Privacy Act*. DFATD may compile and publish statistics based on information contained in this Agreement and arising from its performance.

11.2 Confidential Information. The Funding Recipient shall not disclose any confidential information or documents or make use of any intellectual property rights subject matter that it becomes aware of or takes possession of during the implementation of the Project, without having obtained written authorization from the appropriate authority that can release it from the obligation to confidentiality. Upon DFATD's request, the Funding Recipient shall provide DFATD with a copy of the approval obtained.

12. Procurement and Asset Disposal.

12.1 The Funding Recipient shall be responsible and accountable for the procurement of goods, equipment and services for the Project and shall respect the principles of transparency, integrity, competition, fairness and value for money. The Funding Recipient shall maintain procurement files containing the relevant procurement documentation. "**Asset**" shall include goods, materials and equipment used to deliver the Funding Recipient's mandate, which have an estimated lifespan greater than one year at the time of disposal. Assets acquired with the Funding are to be used for the purposes of the Project. It is the Funding Recipient's responsibility to take proper care and ensure the security of such Assets. Disposal of Assets by the Funding Recipient will be subject to disposal in accordance with the GCC's Asset Acquisition and Disposal Strategy.

13. Indemnification

13.1 The Funding Recipient shall, both during and following the termination or expiry of this Agreement, save harmless and indemnify Her Majesty, her employees and her agents from and against all claims, losses, damages, costs and expenses or actions or other proceedings made against them in any manner, attributable to any injury, death, damage to or loss of property arising or alleged to arise from the execution of the Project, except to the extent that the injury, death, damage or loss has been caused by the negligence of Her Majesty, her employees or agents.

14. Public Office Holder, Member of the Canadian House of Commons, Member of the Senate, Public Servant

14.1 No current or former public office holder, member of the Canadian House of Commons, member of the Senate, current or former public servant of the Government of Canada who is not in compliance with the *Canadian Conflict of Interest Act*, 2006, c. 9, s.2, the Conflict of Interest Code for Members of the House of Commons, the Conflict of interest Code for Senators, the Values and Ethics Code for the Public Service and the Values and Ethics Code for the Public Sector shall derive a direct benefit from this Agreement unless the provision or receipt of such benefit is in compliance with such legislation and codes.