

## REQUEST FOR PROPOSAL (RFP)

<i>Enhancing National Capacities for Improved Public Participation for Implementing Rio Conventions” Project (CB3 Project)</i>	DATE: March 8, 2021
	REFERENCE: RFP 1-2021

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Develop an Educational Package for Environmental Sustainability.**

Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

Your proposal, comprising of a Technical and Financial Proposal, in separate sealed envelopes (containing three hard copies and one electronic copy), should be submitted on or before 28 March 2021 with an acknowledgment letter to CB3 project to the following address:

*Capacity Building Project Phase 3 (CB3 Project)*  
15B – 106 Street – Maadi – Cairo  
**Dr. Karim Omar**  
CB3.EGYPT@gmail.com

Your Proposal must be expressed in the English Language, and valid for a minimum period of 90 days

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by the PROJECT after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of The PROJECT requirements.

The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by the PROJECT, and the unit price shall prevail, and the total price shall be corrected. If the Service Provider does not accept the final price based on the PROJECT's re-computation and correction of errors, its Proposal will be rejected.



## Enhancing National Capacities for Improved Public Participation for Implementing Rio Conventions – CB3



No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by The PROJECT after it has received the Proposal. At the time of Award of Contract or Purchase Order, CB3 PROJECT reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of CB3 PROJECT, herein attached as Annex 3.

Please be advised that the Project is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

**The Project encourages every prospective Service Provider to** prevent and avoid conflicts of interest, by disclosing to The Project if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

The Project implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against The Project, as well as third parties involved in the Project activities.

**Thank you and we look forward to receiving your Proposal.**

Sincerely yours,

*Dr. Ahmed Wagdy*  
*Project Manager*  
8/3/2021

## Annex 1

### Description of Requirements

Context of the Requirement	Consultancy to develop an educational package on Environmental Sustainability for teachers in public schools
Implementing Partner of UNDP	Ministry of Environment
Brief Description of the Required Services	<p>One of the objectives of the project is to integrate environmental concepts derived from the Rio Conventions into pre-university education programs. To achieve this, a series of formal discussions and meetings was established between the Ministry of Environment (represented in the CB3 project) and the Ministry of Education, and a committee is formed to discuss the merging mechanism. To facilitate its teaching, it was agreed to create an Educational Package on Environmental sustainability and its goals, sub-groups, themes and impacts, listing case studies in Egypt and neighboring countries, and interactive activities aimed at raising awareness and changing behavior. The package will include a group of targeted messages which need to be properly conveyed to students. The main aim of the package is to provide the instructor (teacher) with the necessary background information, material and knowledge related to each message, along with practical tools that guide the teacher towards efficient, effective, and well received conveyance of the message. Within the framework of the project endeavor to integrate environmental concepts derived from the Rio conventions into primary and secondary education system.</p> <p><b>Detailed TOR attached</b></p>
List and Description of Expected Outputs to be Delivered	<p>The consultancy firm shall:</p> <ul style="list-style-type: none"> <li>▪ Extracting and <b>drafting</b> between <b>15 to 18 messages</b> derived from the environmental sustainability principals, goals and their relationship to the Rio conventions (e.g., Sustainable Development Goals (Goals 6, 7, 13, 15); i) atmospheric issues; (ii) land, water and biodiversity issues; and (iii) drinking water, sanitation, and slums).</li> <li>▪ One to three pages of <b>background information</b> per each message, knowledge, and linkage to Rio Conventions in a smooth manner directed to teachers;</li> <li>▪ One page including <b>links</b> to various <b>illustrations</b> related to the concerned message (videos, papers, press releases, case studies, extracts from books, ...etc.)</li> <li>▪ One to three pages outlining <b>extra curriculum activities</b>, which may include a field of ecology, economy, culture, and politics, an experiment, a demonstration illustration, ...etc.;</li> <li>▪ One page to explain examples of how to <b>change student behavior</b> in the field of message</li> </ul>

	<ul style="list-style-type: none"> <li>An annotated <b>PowerPoint file</b> (inclusive of an explanation with an audio note) presenting the previous points in a simple and clear manner targeting teachers.</li> <li>The consultant will pilot and test the product on stakeholders to find feedback, adjustments and fill gaps.</li> <li>After the final amendment approved by CB3 project, the consultant will hold a one-day training for a selected number of teachers on the produced educational package.</li> <li>Contents should be suited to grades 6 to 9 primarily.</li> </ul>			
Person to Supervise the Work/Performance of the Service Provider	Project manager Project Technical officer			
Frequency of Reporting	<p><i>By Deliverable:</i></p> <ul style="list-style-type: none"> <li>Work plan and methodology approved by CB3 project (Upon acceptance of the task)</li> <li>15- 18 messages derived from the Environmental Sustainability goals and their relationship to the Rio conventions (2 weeks after contract signing)</li> <li>Draft detailed booklet (90 to 120 pages; six pages' average for each of the 16 message) containing the components mentioned in tor item III, in English and Arabic languages. (5 weeks after contract signing)</li> <li>Draft for 15-18 Power Point file explaining &amp; displaying the information for each message along with an audio explanation as per each slide (7 weeks after contract signing)</li> <li>Final revised version for Booklets &amp; 15-18 PPT files - Package testing results -Training report (10 weeks after contract signing)</li> </ul>			
Progress Reporting Requirements	Every 3 weeks			
Location of work	The education package shall be developed in the consultancy firm premises. One day training shall be conducted in Cairo			
Expected duration of work	Three months			
Target start date	15 <sup>th</sup> April 2021			
Latest completion date	14 <sup>th</sup> July 2021			
Travels Expected	<b>Destination/s</b>	<b>Estimated Duration</b>	<b>Brief Description of Purpose of the Travel</b>	<b>Target Date/s</b>
	Training for teachers	One day	Training for public school teachers on the education package	June 2021

Implementation Schedule indicating breakdown and timing of activities/sub-activities	Required			
Names and curriculum vitae of individuals who will be involved in completing the services	Required			
Currency of Proposal	Local Currency (EGP)			
Value Added Tax on Price Proposal	Must be inclusive of VAT and other applicable indirect taxes			
Validity Period of Proposals (Counting for the last day of submission of quotes)	<p>90 DAYS</p> <p>In exceptional circumstances, the project may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.</p>			
Partial Quotes	Not permitted			
Payment Terms	Outputs	%	Timing	Condition for Payment Release
	Work plan and methodology approved by CB3 project	10	Upon acceptance of the task	<p>Within thirty (30) days from the date of meeting the following conditions:</p> <p>a) CB3 PROJECT's written acceptance (i.e., not mere receipt) of the quality of the outputs; and</p> <p>b) Receipt of invoice from the Service Provider</p>
	15- 18 messages derived from the Environmental Sustainability goals and their relationship to the Rio conventions	10	2 weeks after contract signing	
	Draft detailed booklet (90 to 120 pages; six pages' average for each of the 16 message) containing the components mentioned in item III, in English and Arabic languages.	20	5 weeks after contract signing	
	Draft for 15-18 Power Point file explaining & displaying the information for each message along with an audio explanation as per each slide	30	7 weeks after contract signing	
	Final revised version for Booklets & 15-18 PPT files Package testing results Training report	30	10 weeks after contract signing	

Person(s) to review/inspect/ approve outputs/complete d services and authorize the disbursement of payment	Project Manager
Type of Contract to be Signed	Contract for consultancy services
Criteria for Contract Award	<p>Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)</p> <p>Full acceptance of the CB3 Project Contract General Terms and Conditions (GTC). Non acceptance of the GTC may be grounds for the rejection of the Proposal.</p>
Criteria for the Assessment of Proposal	<p><b><u>Technical Proposal (70%)</u></b></p> <p>The Applications will be evaluated based on the following:</p> <ul style="list-style-type: none"> <li>▪ Expertise of Firm / Organization (30%)</li> <li>▪ Proposed Methodology, Approach and Implementation Plan (50%)</li> <li>▪ Management Structure and Key Personnel (20%)</li> </ul> <p><b><u>Financial Proposal (30%)</u></b></p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by the Project.</p>
The project will award the contract to:	One and only one Service Provider
Annexes to this RFP	<p>Form for Submission of Proposal (Annex 2)</p> <p>Detailed TOR (Annex 3)</p> <p>General Terms and Conditions / Special Conditions (Annex 4)</p>
Contact Person for Inquiries (Written inquiries only)	<p><i>Dr. Karim Omar</i>  <i>Technical Officer</i>  <a href="mailto:cb3.egypt@gmail.com">cb3.egypt@gmail.com</a></p> <p>Any delay in the Project's response shall be not used as a reason for extending the deadline for submission, unless the Project determines that such an extension is necessary and communicates a new deadline to the Proposers</p>

## Annex 2

### FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>1</sup>

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>2</sup>)*

[insert: Location].

[insert: Date]

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated [specify date], and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions :

#### A. Qualifications of the Service Provider

*The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following :*

- Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- Latest Audited Financial Statement – income statement and balance sheet to indicate Its financial stability, liquidity, credit standing, and market reputation, etc. ;*
- Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;*
- Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

#### B. Proposed Methodology for the Completion of Services

*The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.*

<sup>1</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>2</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

## C. Qualifications of Key Personnel

*If required by the RFP, the Service Provider must provide :*

- Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;*
- CVs demonstrating qualifications must be submitted if required by the RFP; and*
- Written confirmation from each personnel that they are available for the entire duration of the contract.*

## D. Cost Breakdown per Deliverable\*

	<b>Deliverables</b> <i>[list them as referred to in the RFP]</i>	<b>Percentage of Total Price</b> <i>(Weight for payment)</i>	<b>Price</b> <i>(Lump Sum, All Inclusive)</i>
1	Deliverable 1		
2	Deliverable 2		
3	....		
	<b>Total</b>	100%	

*\*This shall be the basis of the payment tranches*

## E. Cost Breakdown by Cost Component *[This is only an Example]:*

<b>Description of Activity</b>	<b>Remuneration per Unit of Time</b>	<b>Total Period of Engagement</b>	<b>No. of Personnel</b>	<b>Total Rate</b>
<b>I. Personnel Services</b>				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a. Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
<b>II. Out of Pocket Expenses</b>				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
<b>III. Other Related Costs</b>				

*[Name and Signature of the Service Provider's  
Authorized Person]  
[Designation]  
[Date]*



## Annex 3

### **Terms of Reference (TOR)** **to develop an educational package for Environmental Sustainability (3)**

#### **I. Project Background**

The objective of the *Enhancing National Capacities for Improved Public Participation for Implementing Rio Conventions* Project (CB3 Project) is “to strengthen the participation of relevant stakeholders in the implementation of Multi-Lateral Environmental Agreements (MEAs) in Egypt”. Three agreements, known as Rio Conventions, are of prime concern; (i) UNFCCC, (ii) CBD, and UNCCD. The project aims to engage a large number of government officials, representatives of line ministries, universities and registered NGOs to build partnerships to ensure mutual knowledge transfer, learning, and awareness. This partnership approach will help strengthen the institutional and systemic capacities of Egypt to improve the management of the environment in Egypt in line with Egypt’s Sustainable Development Strategy (vision 2030), including a greater contribution toward global environmental benefits. Overall, the project will achieve its objective by strengthening capacities at the systemic, organizational, and individual levels, each of which will be targeted to strengthen Egypt’s efforts to mainstream global environmental priorities into the national planning and management frameworks thus seeking preserving and conserving the environment.

Under the *first outcome* of the project, activities will focus on strengthening the institutional capacities and policy framework for state and non-state actors to better formulate and execute plans while considering the implementation of MEAs and seeking a greater participation of stakeholders. Coordination mechanisms among ministries for nationally adopting and managing MEAs within Sustainable Development Goals (SDGs) are to be established. Staff involved in implementing MEAs in relevant ministries will be well trained. Multi-disciplinary networks and/or partnerships for including global environmental priorities in education systems are to be established and tested.

Under the second outcome, the project will focus on engaging large number of stakeholders to gain awareness of MEAs, as well as understanding the overall benefits of proper management of the global environment, better utilization of natural resources, and linkages to national environmental and socio-economic challenges. Protectorates will be targeted as potential awareness raising centers where science clubs and knowledge hubs may be introduced.

Finally, under the third outcome, the knowledge produced by the project will be properly documented and disseminated through Egypt and in the region, encouraging regional cooperation and knowledge exchanges. The project is funded by UNDP-GEF and implemented by the Egyptian Environmental Affairs Agency (EEAA)/ Ministry of Environment.

#### **II. Scope of Work:**

One of the objectives of the project is to integrate environmental concepts derived from the Rio Conventions into pre-university education programs. To achieve this, a series of formal discussions and meetings was established between the Ministry of Environment (represented in the CB3 project) and the Ministry of Education, and a committee is formed to discuss the merging mechanism. To facilitate its teaching, it was agreed to create an Educational Package on Environmental sustainability and its goals, sub-groups, themes and impacts, listing case studies in Egypt and neighboring countries, and interactive activities aimed at raising awareness and changing behavior. The package will include a group of targeted messages which need to be properly conveyed to students. The main aim of the package is to provide the instructor (teacher) with the necessary background information, material and knowledge related to each message, along with practical tools that guide the teacher towards efficient,

effective, and well received conveyance of the message. Within the framework of the project endeavor to integrate environmental concepts derived from the Rio conventions into primary and secondary education system, and under the full supervision of the CB3 Project Manager, the national consultant will provide the following deliverables.

### III. Package Components: the following components should be covered:

- Extracting and **drafting** between **15 to 18 messages** derived from the environmental sustainability principals, goals and their relationship to the Rio conventions (e.g., Sustainable Development Goals (Goals 6, 7, 13, 15); i) atmospheric issues; (ii) land, water and biodiversity issues; and (iii) drinking water, sanitation, and slums).
- One to three pages of **background information** per each message, knowledge, and linkage to Rio Conventions in a smooth manner directed to teachers;
- One page including **links** to various **illustrations** related to the concerned message (videos, papers, press releases, case studies, extracts from books, ...etc.)
- One to three pages outlining **extra curriculum activities**, which may include a field of ecology, economy, culture, and politics, an experiment, a demonstration illustration, ...etc.;
- One page to explain examples of how to **change student behavior** in the field of message
- An annotated **PowerPoint file** (inclusive of an explanation with an audio note) presenting the previous points in a simple and clear manner targeting teachers.
- The consultant will pilot and test the product on stakeholders to find feedback, adjustments and fill gaps.
- After the final amendment approved by CB3 project, the consultant will hold a one day training for a selected number of teachers on the produced educational package.
- Contents should be suited to grades 6 to 9 primarily.

### IV. Deliverables and timelines

- A total of 15- 18 messages derived from the Environmental Sustainability goals and their relationship to the Rio conventions
- A detailed booklet (90 to 120 pages; six pages' average for each message) containing the above mentioned components, in English and Arabic languages.
- A total of 15-18 Power Point files explaining and displaying the information for each message along with an audio explanation as per each slide.
- Implement testing of the product on stakeholders
- Held one training for a number of teachers on the educational package produced

#### Highlighted Notes:

- The expected company/firm must take into account the property rights, which include the scientific background, pictures, maps and illustrations (mentioning the original source and reference is essential)
- When using data from international sources, especially illustrations, they must be nationalized to suit the local situation
- Illustrations must be displayed professionally (re-produced to suit the local context and the National students background) with the original source mentioned.
- The company/firm must consider that the content targets public schools, and therefore it must present activities, programs and experiences that suit their conditions (technical and financial) in the various governorates of Egypt

Deliverables	Target Dates	Payment %
Work plan and methodology approved by CB3 project	Upon acceptance of the task	10
15- 18 messages derived from the Environmental Sustainability goals and their relationship to the Rio conventions	2 weeks after contract signing	10
Draft detailed booklet (90 to 120 pages; six pages' average for each of the 16 message) containing the components mentioned in item III, in English and Arabic languages.	5 weeks after contract signing	20
Draft for 15-18 Power Point file explaining & displaying the information for each message along with an audio explanation as per each slide	7 weeks after contract signing	30
Final revised version for Booklets & 15-18 PPT files Package testing results Training report	10 weeks after contract signing	30

## EVALUATION PROCESS & APPLICATION PROCESS

The Applications will be evaluated based on the following:

- Expertise of Firm / Organization (30%)
- Proposed Methodology, Approach and Implementation Plan (50%)
- Management Structure and Key Personnel (20%), and
- Financial proposal (30%).

No later than March 28, 2021.

Farther reads:

<https://assembly.coe.int/nw/xml/XRef/X2H-Xref-ViewHTML.asp?FileID=10909&lang=EN>

[https://www.un.org/development/desa/dpad/wp-content/uploads/sites/45/publication/2015wess\\_ch5\\_en.pdf](https://www.un.org/development/desa/dpad/wp-content/uploads/sites/45/publication/2015wess_ch5_en.pdf)

<http://www.fao.org/sustainable-development-goals/mdg/goal-7/en/>

## Annex 4

### *General Terms and Conditions for Services*

#### **1.0 LEGAL STATUS:**

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the (CB3 PROJECT Project). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of CB3 PROJECT.

#### **2.0 SOURCE OF INSTRUCTIONS:**

The Contractor shall neither seek nor accept instructions from any authority external to CB3 PROJECT in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect CB3 PROJECT and shall fulfill its commitments with the fullest regard to the interests of CB3 PROJECT.

#### **3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:**

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

#### **4.0 ASSIGNMENT:**

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of CB3 PROJECT.

#### **5.0 SUB-CONTRACTING:**

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of CB3 PROJECT for all sub-contractors. The approval of CB3 PROJECT of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

#### **6.0 OFFICIALS NOT TO BENEFIT:**

The Contractor warrants that no official of CB3 PROJECT has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

#### **7.0 INDEMNIFICATION:**

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, CB3 PROJECT, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

#### **8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:**

- 8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:
- 8.4.1** Name CB3 PROJECT as additional insured;
  - 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the CB3 PROJECT;
  - 8.4.3** Provide that the CB3 PROJECT shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5** **The Contractor shall, upon request, provide the CB3 PROJECT with satisfactory evidence of the insurance required under this Article.**

### **9.0 ENCUMBRANCES/LIENS:**

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the CB3 PROJECT against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

### **10.0 TITLE TO EQUIPMENT:**

Title to any equipment and supplies that may be furnished by CB3 PROJECT shall rest with CB3 PROJECT and any such equipment shall be returned to CB3 PROJECT at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to CB3 PROJECT, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate CB3 PROJECT for equipment determined to be damaged or degraded beyond normal wear and tear.

### **11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the CB3 PROJECT shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the CB3 PROJECT under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the CB3 PROJECT.
- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or

(ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the CB3 PROJECT does not and shall not claim any ownership interest thereto, and the Contractor grants to the CB3 PROJECT a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

**11.3** At the request of the CB3 PROJECT; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the CB3 PROJECT in compliance with the requirements of the applicable law and of the Contract.

**11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the CB3 PROJECT, shall be made available for use or inspection by the CB3 PROJECT at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to CB3 PROJECT authorized officials on completion of work under the Contract.

### **12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF CB3 PROJECT:**

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with CB3 PROJECT, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of CB3 PROJECT, or any abbreviation of the name of CB3 PROJECT in connection with its business or otherwise.

### **13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party (“Discloser”) to the other Party (“Recipient”) during the course of performance of the Contract, and that is designated as confidential (“Information”), shall be held in confidence by that Party and shall be handled as follows:

**13.1** The recipient (“Recipient”) of such information shall:

**13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

**13.1.2** use the Discloser’s Information solely for the purpose for which it was disclosed.

**13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

**13.2.1** any other party with the Discloser’s prior written consent; and,

**13.2.2** the Recipient’s employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees’ officials, representatives and agents of any legal entity that controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:



**13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

**13.2.2.2** any entity over which the Party exercises effective managerial control; or,

**13.2.2.3** for the CB3 PROJECT.

**13.3** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

**13.4** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

### **14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

**14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the CB3 PROJECT, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the CB3 PROJECT of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the CB3 PROJECT shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

**14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the CB3 PROJECT shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

**14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

**14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the CB3 PROJECT is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract.

## 15.0 TERMINATION

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 (“Arbitration”), below, shall not be deemed a termination of this Contract.
- 15.2** CB3 PROJECT reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case CB3 PROJECT shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3** In the event of any termination by CB3 PROJECT under this Article, no payment shall be due from CB3 PROJECT to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the CB3 PROJECT may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the CB3 PROJECT of the occurrence of any of the above events.

## 16.0 SETTLEMENT OF DISPUTES

- 16.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Egyptian law then obtaining, or according to such other procedure as may be agreed between the parties.
- 16.2 Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the Egyptian Law Arbitration Rules then obtaining. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

## 17.0 CHILD LABOUR

- 17.1** The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.
- 17.2** Any breach of this representation and warranty shall entitle CB3 PROJECT to terminate this Contract immediately upon notice to the Contractor, at no cost to CB3 PROJECT.



### **18.0 OBSERVANCE OF THE LAW:**

The Contractor shall comply with all Egyptian laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

### **19.0 SEXUAL EXPLOITATION:**

**19.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle CB3 PROJECT to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

**19.2** The CB3 PROJECT shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

### **20.0 AUTHORITY TO MODIFY:**

Pursuant to the Financial Regulations and Rules of CB3 PROJECT, only the CB3 PROJECT Authorized Official possesses the authority to agree on behalf of CB3 PROJECT to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against CB3 PROJECT unless provided by an amendment to this Contract signed by the Contractor and jointly by the CB3 PROJECT Authorized Official.