



2019-07-12

REQUEST FOR PROPOSAL

GLOBAL CONSULTANT FOR FINAL EVALUATION

STRENGTHENING HEALTH OUTCOMES OF WOMEN AND CHILDREN (SHOW)

1.0 PLAN INTERNATIONAL CANADA OVERVIEW

Founded in 1937, Plan International (<http://plancanada.ca/>) is one of the world's oldest and largest international development agencies, working in partnership with millions of people around the world to end global poverty. Not for profit, independent and inclusive of all faiths and cultures, Plan International strives for a just world that advances children's rights and equality for girls.

Plan International Canada Inc. (Plan Canada) has been a member of the Plan International (Plan) global federation since 1968. The Federation has 22 National offices, 4 Regional offices and delivers programs in 50 countries worldwide.

Plan International Canada is a registered charity with offices in Toronto and Ottawa whose primary focus is to raise funds through Individual, Corporate and Institutional funding.

1.1 OUR VISION

Our vision is of a world in which all children realize their full potential in societies that respect people's rights and dignity.

1.2 OUR MISSION

Plan International Canada ("Plan Canada") aims to achieve lasting improvements in the quality of life of children, families and communities in developing countries. We do this through a process of collaboration that unites people across cultures, adding meaning and value to their lives.

2.0 OVERVIEW OF REQUEST FOR PROPOSAL

The Consultant will serve as the lead coordinator for the Final Evaluation of the *Strengthening Health Outcomes of Women and Children* (SHOW) project, implemented in Bangladesh, Ghana, Haiti, Nigeria and Senegal. A project baseline survey was conducted in 2016, followed by a midterm study in 2018-2019. Nearing the end of the project, Plan Canada is now seeking qualified consultant to coordinate a multi-country Final Evaluation of its five implementing countries.

The Consultant will be responsible for overseeing all aspects of the Final Evaluation, including: recruitment of study team(s); study design and methodology; training, data collection and quality assurance; data entry, transcription, and analysis; and report writing. The main objective of the consultancy is to produce five individual country evaluation reports, and one summary report, for use by Plan International staff, project implementers, partners, stakeholders, and the donor.

3.0 PROJECT BACKGROUND

The **Strengthening Health Outcomes for Women and Children (SHOW)** is a 4.5 year multi-country, gender-transformative project, funded by Global Affairs Canada. The project, valued at CAD\$65M, started on January 20th 2016 and set to end by June 30th 2020, has the ultimate outcome of contributing to the reduction of maternal and child mortality among vulnerable women and children, including adolescent girls, in targeted regions of Bangladesh, Ghana, Nigeria, Senegal and Haiti. The project works towards this aspirational outcome using a three-pronged approach, through the following **intermediate outcomes**:

- Improved utilization of essential health services by women of reproductive age (WRA), adolescent girls, newborns and children under 5 living in poverty, with high vulnerability
- Improved delivery of quality essential health services to WRA, adolescent girls, newborns and children under 5 living in poverty, with high vulnerability
- Increased dissemination and use of data by project, beneficiary communities, health committees, service providers planners and decision makers

SHOW also includes a component aimed at strengthening Canadian public endorsement of Canada's global investments in MNCH/SRH, however, this is not included in this proposed evaluation.

By increasing the quality, availability, utilization and accountability of essential MNCH/SRH services, SHOW aims to scale-up improved health outcomes for over 1,594,257 Women of reproductive age (WRA), including 330,563 adolescent girls, as well as approximately 914,572 children under five (454,000 girls), and engage 1,522,785 men (339,000 adolescent boys) in underserved areas of Bangladesh, Ghana, Haiti, Nigeria and Senegal. SHOW focuses particularly on marginalized, vulnerable and remote populations. In addition, SHOW will reach 700,000 Canadians and increase aided awareness of 1.1 million of Canadians on global MNCH/SRHR issues. The project is aligned with the UN's Global strategy (2016-2030) for Woman's Children's and Adolescents' Health, and helps drive progress towards reaching Sustainable Development Goals (SDG) 3 and 5.

The implementation of SHOW in the five implementing countries is led by Plan International Country Offices, in collaboration with Ministries of Health, Ministries of Women's Affairs/Gender and Local NGOs, with the support of Plan Canada. Plan Canada has strategically partnered with Promundo-US to provide technical expertise in support of the project's gender transformative male engagement initiative; the Hospital for Sick Children-Centre for Global Child Health ('SickKids'), which is conducting a research on Group Antenatal Care and participatory adolescent-led research on SRHR in Senegal and subsequently hosting a learning conference; and HPIC, which provides in-kind medicine donations to Haiti.

4.0 EVALUATION OBJECTIVES

The overall objective of the Final Evaluation is to conduct a robust and objective study in order to assess the project's performance vis-à-vis expected outcomes within the project Performance Measurement Framework, and vis-à-vis the *DAC Criteria for Evaluating Development Assistance*. More specifically the objectives of the study are to:

- Assess the impact of the SHOW project's achievements vis-à-vis the project's overall objectives/ intended outcomes, referencing baseline and midterm results
- Assess the project's performance vis-a-vis the *DAC Criteria for Evaluating Development Assistance*: relevance, effectiveness, efficiency, impact and sustainability
- Examine the contribution of *partnership* and *innovation* to the results obtained
- Review best practices in project implementation, and subsequently generate specific recommendations for each country and/or across the project to guide future MNCH/SRHR program management and design
- Explore unexpected outcomes of the project activities, or successes that stem from the project expanding beyond its original scope

Plan International staff in Program Units and Country Offices, Plan Canada, implementing and technical partners, and the donor will be the major users of the evaluation results. In addition, key stakeholders in project countries such as government line ministries / departments, partner NGOs, local authorities, and communities are interested parties of the findings.

5.0 SCOPE OF THE FINAL EVALUATION

5.1 STUDY SCOPE

In order to achieve the evaluation purpose and objectives, the Final Evaluation will include primary and secondary data collection to assess progress against all indicators included in the SHOW Performance Measurement Framework (PMF), as well as to respond to the Evaluation Criteria listed in Section 5.2 below (*Relevance, Effectiveness, Efficiency, Impact and Sustainability*).

Indicators for **expected outcomes** in the SHOW project, shared across all five countries, include:

Intermediate outcome indicators

- % of women aged 15-49 who received antenatal care (ANC) by a skilled health provider at least 4 times during pregnancy (disaggregated by age)
- % of children aged 12-23 months vaccinated against measles (dis. by sex)
- % of live births attended by skilled health personnel (dis. by age)
- % of mothers, and percentage of babies, who received postnatal care within two days of childbirth (dis. by age)
- Quality of (MNCH/SRH) data collected
- Frequency of data and results used for local decision making

Immediate outcome indicators

- % of WRA (dis. by age) and their male family members who know at least two danger signs and related strategies along the continuum of care
- % of WRA (dis. by age) and their male family members who know at least two key gender equality messages related to MNCH/SRHR

- % of CHC leadership positions held by women
- Average level of support provided by male family members for the utilization of MNCH/SRHR services by female family members (dis. by sex and by age for women)
- % of women who are members of organized community groups (dis.by age and type of group)
- % of CHC members that are female
- Average level of satisfaction of WRA (dis. by age) and their male partners with the quality and responsiveness of MNCH/SRH services
- % of Health Providers trained who can identify the 7 key signal functions for BEmONC according to government guidelines (dis. by sex)
- % of health facilities that provide gender responsive and adolescent friendly referral services
- Average level of satisfaction of female MNCH/SRH users (dis. by age) and their male family members with the MNCH/SRH referral system
- % of health facilities that provide gender responsive and adolescent friendly MNCH/SRH services
- % of health facilities that utilize environmentally safe waste disposal methods
- % of facilities where records are maintained regularly
- % of project areas with household level monitoring data collection
- # of times government stakeholders, health providers, community health committee members (dis. by sex) receive data from the project
- Average level of capacity of government stakeholders, health providers, and community health committee members (dis. by sex) on the data continuum

Questions exploring the following topics related to **gender equality** are also expected to be included in the Final Evaluation, with analysis by age and sex of respondents:

- Marital status of respondents
- Type of support provided by male partner to WRA during, before and after childbirth
- Male partners' level of and type of support for exclusive breastfeeding
- Distribution of decision-making between WRA and their partners
- Attitudes towards intimate partner violence (IPV) and gender-based violence (GBV)
- Women's skills/abilities and opportunities related to making community-level decisions
- Male partners' level of support towards their female partners' participation in community groups/committees, assumption of leadership roles in those fora, as well as in community level decision making
- Level of decision-making/participation of women in committees, and barriers (including household level, community and committee level)
- Distribution of productive and reproductive labour between WRA and their partners
- Women's and adolescent girls' (relative to men and boys') level of access to and control over resources and opportunities (income/employment; education; information (including health information); mobile phones, radios or other communication technology; health services; mobility and transport; etc.

Additionally, questions exploring the following topics on **sexual and reproductive health, including family planning**, are also expected to be included in the Final Evaluation, with analysis by age and sex of respondents as appropriate:

- Knowledge of sexual and reproductive health, including menstrual health, STIs and HIV/AIDS
- Knowledge of benefits of delaying and spacing pregnancies
- Knowledge and awareness of modern family planning methods
- *Ever use* of modern family planning methods
- *Current use* of modern family planning methods
- Access to family planning services, information and supplies

Finally, the Final Evaluation is expected to include bivariate and multivariate analysis of expected outcomes by **poverty** and **vulnerability** status of respondents, using the same indices applied through household surveys at baseline and midterm in the SHOW project:

- The *Progress out of Poverty Index* (PPI) developed by the Grameen Foundation, available for each of the five SHOW implementing countries
- A *Vulnerability Index* that categorizes respondents into three levels of vulnerability based on a number of socio-economic criteria¹

5.2 EVALUATION CRITERIA

The following key questions will guide the Final Evaluation's assessment of the project against the *DAC Criteria for Evaluating Development Assistance*:

- **Relevance:** *The extent to which the project was suited to the priorities of the target beneficiary group(s), stakeholders, and to the donor.*
 - To what extent are the outcomes of the project still valid to project stakeholders and beneficiaries (i.e. WRA, their partners, children and families; community members; health care providers; government officials; etc.)?
 - Was the project relevant to the needs of these beneficiaries, as identified at project the inception/design stage?
 - Were the implemented activities and achieved outputs of the SHOW project consistent with the intended impacts and effects?
- **Effectiveness:** *The extent to which the project attained its outcomes.*
 - To what extent were the outcomes achieved?
 - How did the project contribute to the achievement of these outcomes?
 - How have the project's implementation strategies, tools, unique partnerships and innovations contributed to project results?
 - What were the major factors influencing the achievement or non-achievement of the outcomes?
- **Efficiency:** *The extent to which the project used the least costly resources possible in order to achieve desired results, considering inputs in relation to outputs.*
 - How economically were resources/inputs (funds, expertise, time, etc.) converted to outputs?
 - Were resources effectively utilized?
 - Were outputs achieved on time and on budget?
 - What were the strengths, weaknesses, opportunities and threats to the project implementation process?

¹ This will be provided to the Consultant(s) at the beginning of the assignment.

- Did the project activities overlap and/or duplicate other similar interventions, funded nationally and/or by other donors?
- To what extent did the project collaborate with national and sub-national partners and stakeholders (technical, advocacy, funding, etc.) to achieve results?
- **Impact:** *The positive and negative changes produced by the project, directly or indirectly, intended or unintended.*
 - What has happened as a result of the SHOW project – either as intended or unintended, positive or negative?
 - According to beneficiaries, what difference has the project made in their lives?
 - How many people have been affected?
- **Sustainability:** *The extent to which the benefits (outputs, outcomes) of the project are likely to continue after donor funding has been withdrawn.*
 - What is the likelihood of continuation and sustainability of project outcomes and benefits after completion of the project?
 - What commitments (financial, human resources, etc.) have been made by stakeholders to maintain or improve results?
 - How will improvements in stakeholder knowledge, attitudes, capacities, etc., if observed, contribute to maintaining results?
 - To what extent is support available from the external environment to maintain or improve results?
 - What are the major external factors that may influence, positively or negatively, the sustainability of the project results?
 - To what extent has the project's design, implementation, stakeholder management, etc. contributed to the sustainability of project results?
 - To what extent have the project exit strategies and approaches to phase out activities contributed and/or hindered the sustainability of results?

An assessment responding to these key evaluation questions is expected **for each of the five (5) SHOW country projects**, as well as in summary for the SHOW project overall. Key questions will be further adapted and prioritized by each country to reflect unique implementation modalities, contextual factors, local strategies and partnerships, areas of programmatic interest, etc.²

6.0 EVALUATION METHODOLOGY

The Final Evaluation will be a summative evaluation, employing a quasi-experimental design (towards a pre-post analysis of *difference in differences*) and a mixed methods approach.

6.1 DATA COLLECTION METHODS

As one of the specific objectives of the evaluation is to assess the effectiveness of the project, the Consultant (s) will measure the achievement of outcomes by comparing results to project baseline (and midterm) studies. As in the baseline and midterm studies, the Final Evaluation will therefore include the core components of:

- A **household survey**, wherein primary respondents are WRA (15 – 49 years of age) with a live birth in the 24 months / 2 years (index child) preceding the survey. In households

² Country-specific questions will be provided to the Consultant(s) at the beginning of the assignment.

that meet this inclusion criteria, a questionnaire will also be administered to male partners / family members who were present during the most recent pregnancy.

- A **health facility assessment** including both interviews with key informants (health facility staff) on facility staffing and capacity, service provision, and data management; and observations of facility infrastructure and supplies.
- A **secondary data** review, including project monitoring data, health facility records and community group records.

The Consultant(s) is expected to propose **additional data collection methods** appropriate for meeting the evaluation objectives,³ with the expectation that these will be participatory in nature and should include **qualitative methods** (i.e. focus group discussions, key informant interviews), additional document review, etc.

6.2 SAMPLING STRATEGY

The Final Evaluation is expected to employ a quasi-experimental design, towards a pre-post analysis of *difference in differences* between SHOW intervention areas and identified comparison areas. For more information on the population of interest in intervention and comparison areas, see **Annex 1: SHOW beneficiary population**.

A representative sample is expected to be collected in each of the five SHOW implementing countries for the household survey and health facility assessment; only the household survey is required to be conducted in comparison areas.

6.2.1. Household Survey

Considering the expansive geographic coverage of each of the SHOW project areas, it is expected that the household survey will be conducted using a random multi-stage cluster sampling method to ensure cost-effectiveness and efficient survey implementation, as was done at baseline and midterm. It should be noted that final translated household and facility questionnaires have already been developed for each of the five countries, and piloted and used during baseline and midterm studies.

As the Final Evaluation will include a pre-post analysis of *difference in differences* between SHOW intervention areas and identified comparison areas, sample size estimates for the household survey in **Table 1** were determined using a power-based calculation, with the following formula:

$$n = D \frac{(Z_{\alpha} + Z_{\beta})^2 (P_1 (1 - P_1) + P_2 (1 - P_2))}{(P_2 - P_1)^2}$$

Here,

- **n** = required sample size *per arm*
- **D** = design effect of 2⁴
- **P₁** = the estimated level of the indicator *% of women aged 15-49 who received antenatal care (ANC) by a skilled health provider at least 4 times during pregnancy* at baseline

³ **Note:** descriptive methods such as "expert judgment" are not acceptable to measure the DAC criteria of *Efficiency*. The data collection method and analysis approach must be capable of identifying potential improvements in efficiency within the aid intervention. See: Palenberg, M. (2011) "Tools and Methods for Evaluating the Efficiency of Development Interventions". *Evaluation Working Papers*. Bonn: BMZ. Federal Ministry for Economic Cooperation and Development. 117p. Of particular interest, see the analytical method: *Comparative rating (by stakeholders) of efficiency*.

⁴ While a design effect of 2 is recommended for multi-stage cluster surveys, exact DE may be calculated per country.

- P_2 = the expected level of the indicator % of women aged 15-49 who received antenatal care (ANC) by a skilled health provider at least 4 times during pregnancy at endline⁵
- $Z_\alpha = 1.645^6$
- $Z_\beta = 0.84$.

Further to this calculation, an additional 10 percent sample of households has been included in the estimate to address non-respondents or incomplete questionnaires.

Table 1: Sample Size Estimations, Household Survey

Country	Antenatal Coverage (ANC 4+)		Expected difference in differences	WRA 15 – 49		Male partners		Total
	Baseline	Midterm		per arm	total	per arm	total	
Bangladesh	35%	52%	10 points	660	1320	400	800	2120
Ghana	67%	83%	8 points	770	1540	400	800	2340
Haiti	58%	75%	11 points	495	990	400	800	1790
Nigeria	51%	65%	8 points	990	1980	400	800	2780
Senegal	64%	76%	7 points	1100	2200	400	800	3000
Total				4015	8030	2000	4000	12,030

In order to maintain a level of effort appropriate for male partners as a *secondary respondent* at sampled households, we estimate a sample size equal to that collected at baseline and midterm (400) for interviews with **male partners**.

Additionally, no specific strategy is expected to be applied during the sampling distribution to ensure proportionate distribution of male and female index children.

6.2.2. Health Facility Questionnaire

A random sample of health facilities is expected to be drawn from the same clusters where the household survey is administered, to ensure cost-effectiveness and efficient survey implementation,⁷ in the intervention area only. Sample size estimates for the health facility questionnaire in **Table 2** were determined using a precision-based calculation, with the following formula:

$$n = D \frac{z^2 p(1-p)N}{e^2(N-1) + z^2 p(1-p)}$$

Here,

- n = required sample size
- D = design effect of 1.2⁸
- z = standard variate at a given confidence level, i.e. 95 percent
- $p = 0.5$
- N = population size
- e = 5 percent margin of error

⁵ The expected level(s) for ANC4+ at endline were estimated with reference to: (1) observed changes from baseline to midterm in the SHOW intervention area and (2) observed trends at regional and national levels to estimate change in the comparison area.

⁶ At 95% confidence level, we use 1.645 for a uni-directional test

⁷ If required, additional clusters may be selected to achieve the target sample size.

⁸ While a design effect of 1.2 is recommended for multi-stage cluster approaches for health facilities, exact DE may be calculated per country by the Consultant(s).

Table 2: Sample Size Estimation, Health Facilities

Country	Health facilities
Bangladesh	186
Ghana	92
Haiti	11
Nigeria	155
Senegal	143
Total	587

In some countries, the Consultant(s) may consider distributing the sample by *facility type*, as SHOW project activities (including health care provider training, equipment distribution, etc.) vary by facility type/level (i.e. community clinic, dispensary, health centre, hospital, etc.).

The sampling design and sample size estimations should be finalized by the Consultant(s), and the Consultant(s) is expected to propose sampling method(s) for any additional data collection methods (i.e. qualitative methods).

7.0 PURPOSE AND OBJECTIVES OF THE CONSULTANCY

The Consultant(s) will serve as the lead coordinator of the five-country Final Evaluation of the SHOW project, and will be responsible for study design and methodology, recruitment and management of local study team(s), supervision of data collection and entry/transcription, analysis of all data, and report writing.

Specifically, the roles and responsibilities of the Consultant(s)/team are to:

- Recruit⁹ and orient local study teams in each of the five (5) SHOW implementing countries, including team leads, enumerators/data collectors, translators, and data entry clerks;
- Review project documents, including but not limited to the Logic Model, Performance Measurement Framework, Project Implementation Plan (PIP), Gender Assessments, Gender Equality Strategy, project reports, sustainability plans, health investment plans Baseline and Midterm Study reports, etc.;
- Determine sampling strategies and sample size for intervention and comparison areas;
- Review and revise existing data collection tools (quantitative tools used in the project's baseline and midterm studies), and develop new data collection tools (i.e. qualitative tools) as required;
- Develop data quality protocols to guide data collection/entry, including spot checking protocols;
- Work with Plan International Country Offices, and local study teams, to obtain any necessary ethics approvals;
- Conduct in-country and/or virtual briefings with local study teams prior to enumerator trainings;

⁹ See Section 10.0. **The Consultant(s) will be fully responsible for recruitment, management and compensation for all local study teams.** It is expected that all local study teams are identified in the application and available at the beginning of the study. Upon request, Plan International Country Offices may provide applicants with recommended research / data collection firms, based on demonstrated expertise in the SHOW baseline and/or midterm studies. It is strongly preferred that enumerator teams are comprised of supervisors and data collectors that have demonstrated experience in MNCH/SRHR studies, and sufficient knowledge of local health terms, cadres, services, etc.

- Ensure all tools are translated into local languages, contextualized as necessary for each country, and piloted with women, men, adolescents, health facility staff, and community stakeholders prior to enumerator training;
- Conduct enumerator trainings;¹⁰
- Oversee data collection, including supervision and spot-checking;
- Develop data entry guidelines to ensure data quality;
- Oversee data entry per agreed upon software, and conduct data cleaning as necessary;
- Verify, process and analyze all raw data;
- Validate preliminary findings with project stakeholders;
- Write draft and final evaluation reports, incorporating feedback from Plan International
- Present findings to Plan International staff (across all five SHOW country projects), either in person or remotely

For responsibilities listed above, the Consultant(s) will work in collaboration with Plan International Country Office staff and Plan Canada as appropriate; in particular, support from Country Office staff will include but is not limited to: providing orientation documents; refining and prioritizing evaluation questions; securing necessary approvals for field work in intervention and comparison areas; reviewing inception reports and field work plans; reviewing and validating data collection tools; recommending key informants; training local study teams on local Child Protection and Gender Equality policies and practices; advising on logistics for field work; participating in the study as key informants on the project; and validating preliminary findings.

8.0 DELIVERABLES AND TIMELINES

8.1 KEY DELIVERABLES

The key deliverables expected from the Consultant(s) for this assignment are as follows:

- **Review** all relevant documents, studies, and other data sources regarding MNCH/SRHR issues relevant to each of the five countries, particularly baseline (2016) and midterm (2018) studies, with a special focus on sampling methodology utilized in those studies as well as performance indicators identified in the SHOW project PMF.¹¹
- **Inception Report:** a detailed inception report is to be produced including the following:
 - Study design and sampling methodology for each country, building on the approach(es) utilized in the baseline and midterm studies
 - Detailed work plan that includes all tasks by the Consultant(s) and team members, and incorporating overall study timelines
 - Level of effort of each team member¹²
 - Reviewed and finalized data collection tools
 - Detailed plan and timelines for enumerator training, tool piloting, and field work in all five countries
 - A detailed overview of considerations regarding *gender equality* and *child protection / safeguarding* throughout the study, and especially during field work

¹⁰ Enumerator training should include sessions on child protection, inclusion, and gender equality, as applicable to the scope of the evaluation, proper conduct of activities in the project area, and comprehension of project objectives/outcomes. Plan International Country Offices are available to support these training sessions, with content aligned with Plan International policies and practices. It is also expected that enumerator teams will be oriented as necessary to context-specific health terms, cadres, services, etc.

¹¹ Copies of the individual country PMFs, baseline and midterm reports, GE Assessments, GE Strategies, and other relevant documents will be provided to the Consultant(s) prior at the beginning of the assignment.

¹² *Level of effort* should be estimated for study leads, technical support staff (i.e. ICT, Gender, Health specialists, etc.), data collection teams, statisticians, etc.

- **Data collection tools**, including:
 - Review of data collection tools used at baseline and midterm, with modifications and contextualization as necessary to ensure accurate data is collected.
 - Development of *new* data collection tools required to meet the study objectives¹³
- **Data Collection and Management Protocol** for local study teams, and a **Code Book**, as appropriate for newly developed and/or revised data collection tools.
- **Enumerator Guidelines** and **Protocols for Data Collection**, including considerations for inclusive, gender responsive and adolescent friendly field work
- Cleaned, complete and validated quantitative **data sets**, qualitative **transcripts** and associated audio files, and field notes
- **Analysis** of all quantitative and qualitative data in accordance with the evaluation objectives listed above, for all five countries, including critical analysis of the data through statistical treatment and triangulation with other sources and literature review.
- **Draft and final Evaluation Reports**,¹⁴ including: one report for each of the five SHOW implementing countries; and one summary report with key findings for the project overall.

8.2 TIMELINES

The consultancy is expected to commence in August 2019, with field-based data collection to begin in November 2019. All data collection must be completed by the end of December 2019; and the final report must be submitted to and approved by Plan Canada by May 31st, 2020.

The Consultant(s) selected to complete this assignment will be responsible for the deliverables specified in the table below:

Table 3: SHOW Final Evaluation Consultancy - Deliverables and Timelines

Deliverable	Timeline
Contract Awarded	September 2019
Orientation for local study team(s) and document review	September 2019
Detailed inception report	October 2019
Complete ethics approvals	October - November 2019
Final inception report, including tools	November 2019
Pre-test, translation and back-translation of tools	November 2019
Enumerator Training	November 2019
Data Collection	November 2019 – January 2020
Frequency Tables or quantitative data, and samples of completed qualitative instruments (i.e. translated and coded transcripts)	By February 13, 2020
Submission of all hard and soft copies of (cleaned) data collected to Plan International Canada and Country Offices	March 2020
Draft country evaluation reports for each of the five SHOW implementing countries	March 2020
Final country evaluation reports, incorporating feedback from Plan International Canada and Country Offices	By April 25, 2020
Draft global summary report, summarizing key findings from the five country reports	April 2020

¹³ Including participatory and qualitative methods as noted in Section 6.1 above.

¹⁴ A suggested Table of Contents will be provided by Plan International at the beginning of the assignment.

Deliverable	Timeline
Final global summary report, incorporating feedback from Plan International Canada	By May 31, 2020
Powerpoint presentation of summary of findings (overall and country specific) for Plan International, to be delivered in person or remotely	May 2020

9.0 QUALIFICATIONS OF THE CONSULTANT

Plan International is looking for an experienced multi-disciplinary team of consultants (both international and national) with experience in designing and conducting evaluations for MNCH/SRHR programs in developing country contexts. Both institutions and individuals are eligible to apply for this assignment. However, in the case of a group of consultants who are not associated with an institution, Plan Canada would only assign the agreement with the lead consultant. The *team* should have the following qualifications:

- Master's degree or higher in International Development, Public Health, Gender Studies and/or other Social Sciences, Statistics or related fields (CVs required);
- Minimum 10 years experience in administering studies, collecting data and producing quality evaluation reports, preferably for international non-profit organizations and/or multilateral agencies, and previous experience coordinating multi-country studies is mandatory
- Extensive national and international experience in assessing health outcomes in developing contexts
- National and international experience assessing gender equality outcomes
- Demonstrated experience in designing project evaluations including proven experience in sound sampling, mixed methods approaches, tool development, enumerator training, quality assurance, etc.
- Experience using participatory and gender-responsive techniques in data collection, with demonstrated experience in data collection with vulnerable children and adolescents strongly preferred
- Demonstrated experience in quantitative and qualitative analysis
- Knowledge and experience with MNCH and SRHR issues (including adolescent health), policies and service systems, particularly in development country contexts
- Familiarity with the social-cultural contexts of each of the five SHOW project countries and any related cultural, political, or religious sensitivities relevant to the completion of this assignment
- Excellent writing and communication skills in English and French (Sample of work and references required) is mandatory for team leader, with team member fluency in other language(s) as required for the assignment (i.e. Bangla) highly preferred
- Ability to travel (valid travel documents) to any and all of the five SHOW implementing countries in support of the study, as required and feasible within the study plan

10.0 APPLICATION PACKAGES AND PROCEDURES

Qualified and interested parties are asked to submit the following:

1. **Letter of interest** in submission of a proposal (in the form of an email), to: Plan Canada, c/o Colleen Keilty, Senior Monitoring and Evaluation Advisor, at ckeilty@plancanada.ca.

Letter of Interest should also provide acknowledgement of acceptance of Annex 2 of this RFP (terms and conditions).

Please share this by end of business day (EST) July 26th, 2019.

2. **Questions or clarifications** related to the RFP, if necessary, to: Plan Canada, c/o Colleen Keilty, Senior Monitoring and Evaluation Advisor, at ckeilty@plancanada.ca.

Please send any questions by end of business day (EST) August 5th, 2019.

3. Detailed **technical proposal**¹⁵ clearly demonstrating a thorough understanding of this Terms of Reference and including the following:
 - a. Description of methodology, including: sample size with detailed calculations (based on information available); and a detailed description of any new data collection tools proposed (beyond those listed in Section 4.1), including topic areas and example questions.
 - b. Demonstrated previous experience in mixed methods and other qualifications outlined in this RFP
 - c. Proposed management of local study teams and field work
 - d. Considerations for child protection and safeguarding, gender, and adolescent friendliness throughout the study
 - e. A proposed timeframe detailing activities and a schedule/work plan (including a Gantt chart)
 - f. Proposed approaches to data analysis, in response to overall objectives (see Section 2.0) and evaluation criteria (see Section 4.2)
 - g. Team composition and level of effort of each proposed team member and indication language skills of team members, including team leads of local study teams in each of the five SHOW implementing countries
4. A **financial proposal** with a detailed breakdown of costs for the study:¹⁶
 - a. Itemized consultancy fees/costs
 - b. Estimated field mission expenses for team members not located in the five SHOW implementing countries (to be reimbursed based on Plan International Canada Financial protocols – see **Annex 3**)
 - c. Itemized administrative expenses
5. Curriculum Vitae(s) of all proposed team members outlining relevant experience
6. Names and contact information of three references who can be contacted regarding relevant experience
7. A copy of at least two previous reports of similar work undertaken on: a) studies on MNCH/SRHR, and/or b) final multi-country project evaluations
8. A Consulting Firm profile (if applicable).

The proposal will be scored on both technical (methodology) and financial (budget) aspects. Complete applications should be submitted electronically to: Plan Canada, c/o Colleen Keilty, Senior Monitoring and Evaluation Advisor, at ckeilty@plancanada.ca with the subject line: 'SHOW Final Evaluation Consultancy.'

¹⁵ Kindly list the names of the consultant(s)/consulting firm on the *cover page only*.

¹⁶ All financial proposals should indicate the currency used.

Closing date for submission of the application package is end of business day (EST) on August 16th, 2019.

The offer must remain valid for no less than ninety (90) calendar days after the deadline noted above.

Any award as a result of this RFP will be subject to a Master Service Agreement which will be for an initial period of up to 10 months. Plan International Canada and the Consultant(s) will regularly consult on and jointly put in place appropriate mechanisms to insure adherence to the contractual terms and their respective interests.

11.0 ETHICS APPROVAL AND DISCLOSURE/OWNERSHIP OF INFORMATION

Full ethical approval will be obtained before the study commences, if required. In accordance with Plan's Research Policy and Standards, this will be obtained in one of three ways as appropriate:

- In cases where the proposal is submitted by a University or research institution that has an ethics approval process, then that University or research institution may provide approval
- In cases where participating countries may require ethics approval from governmental or other regulatory bodies, in such cases ethics approval will be sought by the Consultant(s) in each implementing country, in coordination with the team members

All ownership and copyright for final data collected is held by Plan International. It is understood and agreed that the Consultant(s) shall, during and after the effective period of the contract, treat as confidential and not divulge, unless authorized in writing by Plan International, any information obtained in the course of the performance of the contract. Information will be made available for the consultants on a need-to-know basis. Any and all necessary field visits will be facilitated by Plan International staff.

12.0 CHILD PROTECTION

Plan International is committed to actively safeguarding children from harm and ensuring children's rights to protection are fully realized. Plan International takes seriously the commitment to promote child safe practices and protect children from harm, abuse, neglect and any form of exploitation as they come into contact with Plan International supported interventions. In addition, we will take positive action to prevent child abusers from becoming involved with Plan International in any way and take stringent measures against any Plan International Staff and/or Associate who abuses a child. Our decisions and actions in response to child protection concerns will be guided by the principle of 'the best interests of the child'.

As such, the study must ensure appropriate, safe, non-discriminatory participation; a process of free and un-coerced consent and withdrawal; confidentiality and anonymity of participants. The Consultant(s) are required to provide a statement within their proposal on how they will ensure ethics and child protection in the process of data collection and visits in line with Plan International's *Safeguarding Children and Young People Policy*. This must also include consideration of any risks related to the study and how these will be mitigated, including but not limited to:

- Safeguards to protect the **confidentiality** of those participating in the study
- **Data protection** and secure maintenance procedures for personal information

- **Caregivers' consent** concerning data collection with young people, and collation of data about children and youth
- Age-appropriate assent/consent processes

Additionally, the Consultant(s) and all local study team members are required to comply with policies and procedures with regards to child protection and safeguarding specific to each of the five SHOW implementing countries, as they apply to each local study team.

13.0 SUPERVISION AND MANAGEMENT OF THE ASSIGNMENT

The Consultant(s) will be required to work closely with the Plan International Country Offices (including Program Management and M&E focal points, to be identified at the beginning of the assignment) as well as Plan Canada (Senior M&E Advisor, and two M&E Advisors supporting SHOW implementing countries).

A communications protocol will be provided to the Consultant(s) at the beginning of the assignment to ensure that all Plan International stakeholders can remain appropriately informed throughout the study.

The Consultant(s) will provide regular updates on study deliverables to an Evaluation Steering Committee, comprised of key Plan International Stakeholders in Canada, Bangladesh, Ghana, Haiti, Nigeria and Senegal. The Consultant(s) will keep the Steering Committee continually informed of progress on the assignment through periodic skype conferences and regular email updates.

The Consultant(s) will be directly accountable to the Plan International Canada Director of Monitoring, Evaluation and Research.

14.0 RISK MANAGEMENT

The Consultant/s must take all reasonable measures to mitigate any potential risk to the delivery of the required outputs of this consultancy on time and meeting the expected quality. As such, applicants should submit a risk management plan that covers (at minimum):

- Key assumptions underpinning the successful completion of the assignment, anticipated challenges and estimates of the level of risk for each risk identified
- Contingency plans that will be put in place to mitigate against any occurrence of each of the identified risks

ANNEX 1: SHOW BENEFICIARY POPULATION, BY DISTRICT

SHOW PROJECT

Overall Est. Population in Intervention Areas	SHOW Implementing Country				
	Bangladesh	Ghana	Haiti	Senegal	Nigeria
# Adolescent Girls 15-19	90,326	33,610	9,303	228, 871	257,840
# Adult Women 20-49	452,026	130,851	30,895	530,179	999,123
Health Facilities ¹⁷	283	98	11	210	244

SHOW – BANGLADESH

Intervention Areas

Division	District	Upazilla	Target Population		
			Adol. Girls 15-19	Women 20-49	Total
Barisal	Barguna	Sadar	9597	57446	67043
Chittagong	Khagrachhari	Panchhari	2774	13060	15834
Rangpur	Nilphamari	Dimla, Domar, Jaldhaka, Kishoreganj, Sadar and Saidpur	77955	381520	459475
Total			90326	452026	542352

Comparison Areas:

Upazilla	District	Upazilla
Barisal	Barguna	Betagi
Chittagong	Khagrachhari	Dighinala
Rangpur	Kurigram	Sadar, Bhurungamari, Fulbari, Nageshwari, Rajarhat and Ulipur

SHOW – GHANA

Intervention Areas

Region	District	Sub-District/Cluster	Target Population			
			Adol. Girls 15-19	Women 20-49	Total	
Eastern	Afram Plains North	3 sub-districts randomly selected from each district	4969	19344	24313	
	Afram Plains South		5496	21398	26894	
Northern	Mamprugu-Moagduri		2416	9405	11821	
	Karaga		4158	16188	20346	
	Nanumba North		7373	28706	36079	
Volta	North Gonja		2261	8801	11062	
	Afadzato South		5022	19552	24574	
	Adaklu		1915	7455	9370	
Total				33610	130849	164459

Comparison Areas

Region	District	Sub-district
Eastern	Fanteakwa	6 sub-districts randomly selected from each of the districts
Northern	Nanumba South	
Volta	Akatsi South	

¹⁷ Bangladesh facilities include 212 community clinics and 71 family welfare centers; Ghana includes 66 CHPS and 32 health centers, Haiti includes 10 primary health centers and 1 secondary health center,

SHOW – HAITI

Intervention Areas

Department	District	Commune	Target Population		
			Adol. Girls 15-19	Women 20-49	Total
Nord-Est	Fort-Liberté	Fort-Liberté	1992	6614	8606
	Ouanaminte	Capotille	1149	3815	4964
		Ouanaminte	6162	20466	26628
Total			9303	30895	40198

Comparison Areas:

Department	District	Commune
Nord-Est	Trou du Nord	Caracol
		Terrier Rogue
		Trou du Nord

SHOW - SENEGAL

Intervention Areas

Region	Department	Target Population		
		Adol. Girls 15-19	Women 20-49	Total
Dakar	Pikine	19850	68568	88418
Kaolack	Kaolack	14723	50869	65592
	Nioro	18061	62385	80446
Louga	Kebemer	10099	34883	44982
	Louga	8699	30048	38747
Sedhiou	Sedhiou	9629	33261	42890
Ziguinchor	Bignona	9525	32903	42428
Kedougou	Kedougou	4107	14186	18293
Tamba	Tambacounda	11514	39773	51287
Total		106207	366876	473083

Comparison Areas:

Department	Department
Dakar	Guediawaye
Kaolack	Guinguineo
Louga	Linguere
Sedhiou	Goudomp
Ziguinchor	Ziguinchor
Kedougou	Saraya
Tamba	Bakel

SHOW – NIGERIA

Intervention Areas

Sokoto State - LGAs	Target Population	
	Adol. Girls 15-19	Women 20-49
Binji	8,609	32,287
Bodinga	12,534	45,089
Dange Shuni	12,607	48,512
Gada	18,112	76,878
Goronyo	13,529	53,082
Gudu	9,390	34,126
Gwadabawa	15,904	66,472

Sokoto State - LGAs	Target Population	
	Adol. Girls 15-19	Women 20-49
Illela	8,410	32,440
Isa	11,203	46,994
Kebbe	10,935	41,461
Kware	7,072	28,226
Rabah	10,700	41,502
Sabon Birni	12,658	53,949
Shagari	11,498	43,702
Silame	7,505	28,658
Sokoto North	15,165	55,441
Sokoto South	14,733	51,155
Tambuwal	16,159	57,673
Tangaza	7,279	28,900
Tureta	5,142	18,830
Wamakko	10,503	42,213
Wurno	11,178	43,870
Yabo	7,016	27,663
Total	257,841	999,123

Comparison Areas: 10 LGAs were randomly selected from **Zamfara state**.

ANNEX 2: TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL

The submission of a response to this RFP constitutes that the Consultant(s) and authorized staff have read, understood and accepted the proceeding terms and conditions as well as all other provision of this RFP. The information contained in this RFP (or accumulated through other written or verbal communication) is confidential. It is for proposal purposes only and is not to be disclosed or used for any other purpose.

In consideration of Plan providing such information to the Consultant(s) and as a condition to the review of this RFP, the Consultant(s) agrees that they will:

- Use all information and material disclosed exclusively for the purpose of responding to the RFP and will not use such information or materials to obtain any other commercial, trading, financial or other advantage or for any other purpose.
- Maintain as confidential all information and materials relating to the RFP that they may acquire in any manner and make copies of such information only to the extent that the same is strictly required for the purpose.
- Not disclose whether directly or indirectly any information or materials relating to the RFP (or any part thereof) except to their own personnel and professional advisors and then only to the extent strictly required for the purpose and under conditions of confidentiality.
- Not make any announcement, press release or other public statement in connection with the RFP without the prior written consent of Plan.
- On request by Plan at any time, deliver to Plan as soon as practicable all information and materials relating to the RFP in your possession, custody or control which contain details of or incorporate the whole or any part of the RFP.
- Be prohibited from discussing the RFP with any other Consultant(s) without first obtaining the prior written consent of Plan.
- Hold in strict confidence any information received in response to this RFP. This information will not be disclosed to any party, other than within Plan and their engaged consultant, without the express written consent of the Consultant(s).
- Acknowledge that Plan undertakes not to publicise any information obtained during this RFP process, either generally or to any other Consultant(s)s involved in the RFP. Additionally, there will be no obligation on the part of Plan to share any of the results or conclusions of the RFP process with any Consultant(s).
- Acknowledge that Plan reserves the right to change any aspect of, or cease, the RFP and any subsequent negotiation process at any time.
- Notify Plan if during the course of its evaluation the Consultant(s) becomes aware of an error in this RFP or in the information or data provided. Plan reserves the right to share information on errors with other bidding Consultant(s)s.
- Acknowledge that all intellectual property rights in this RFP and all materials provided by Plan or its professional advisers and consultants in connection with this RFP are and shall remain the property of Plan and its professional advisers and consultants.
- Agree to comply with Plan's child protection policies. This includes acknowledgement of reading Plan's procedures. For any employee or contractor who will provide services at any of Plan's locations, a criminal reference check and vulnerable sector screen will be conducted by Plan. Plan may at its own discretion deem any employee or contractor unsuitable for providing these services. The Consultant(s) will have an opportunity to replace any such employees and contractors with another that meets Plan's requirements.
- To the extent that the Consultant(s) has access to the facilities or computer resources of Plan, the Consultant(s)'s employees or contractors agree to comply at all times with the applicable core values, rules and regulations regarding safety, security, use and conduct as detailed in Plan's Code of Conduct.

ANNEX 3: PLAN INTERNATIONAL CANADA – EXPENSE REIMBURSEMENT POLICY FOR THIRD PARTY SUPPLIERS

Plan International Canada

Expense Reimbursement Policy for Third Party Suppliers

Policy Category:	Enterprise
Functional Area:	Finance
Policy Owner:	Vice President, Finance
Effective Date:	July 1, 2018
Revision Date:	

Applicable to:	Plan International Canada, Inc, Third Party Suppliers
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Related policies & Procedures:	Expense Reimbursement Policy Travel Booking Procedures
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Contact:	Senior Manager, Procurement & Risk
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PURPOSE & SCOPE

This Policy applies to all Third-Party Suppliers of Plan Canada engaged on Plan Canada business (“Suppliers”) where it has been agreed, as part of the Supplier’s contract with Plan Canada, that there will be expense reimbursement for any or all of travel, accommodation, meals or other incidental expenses.

This Policy set a framework of accountability to our stakeholders and ensures fair and consistent treatment for reimbursement.

OVERVIEW

- Copies of all applicable receipts must be attached to support the expense reimbursement claim. Such receipts should itemize the expenditure incurred and, when applicable, taxes paid and tax registration (HST) numbers. **Credit Card Receipts** are not considered an official receipt as they generally do not indicate the details of what was purchased.
- Plan Canada uses the Per Diem rates set from time to time by the National Joint Council Travel Directive (Appendix C&D) as the guide to the maximum allowable amount for reimbursement on meals and incidentals. These rates are inclusive of gratuities and taxes. Expense reimbursement should be capped at these rates. <https://www.njc-cnm.gc.ca/directive/d10/v238/s659/en>
- For expense items in foreign currency the exchange rates from the <https://www.oanda.com/> website should be used for the day of the expense. For specific currency transactions that are paid by credit card the amount charged to the card can be claimed provided adequate supporting documentation is provided – the local currency receipt/invoice and the credit card statement showing proof of payment.
- Personal expenditures incurred during, or supplemental to, the business portion of a business-related trip or event is not eligible for reimbursement as it is considered personal in nature.
- For clarity, Plan Canada is not obligated to reimburse any Supplier for any expenses that are not in compliance with this Expense Policy.

Transportation

In all circumstances, the mode of transportation chosen should represent the most practical and economical method at the lowest logical cost. Reimbursement claims should reflect this practice and the amount claimed may be reduced, at Plan Canada’s discretion, if the lowest logical fare has not been used. Note: the *grand total cost* of the trip should be considered (for example, if a slower, more expensive form of transportation – rail - results in additional accommodation costs greater than the savings realized on transportation, the more expensive transportation method can be used).

1. Air Transportation

The traveler must request a minimum of 3 options from their travel agent and select the lowest logical economy fare option that completes the travel requirement.

Travel bookings where possible should be made than 14 days in advance of travel.

2. Overland Rail Transportation

Rail travel must be used domestically when it represents the lowest logical fare when same day departure and return is not required. The fare type again should be the lowest logical economy fare

3. Road Transportation

Use of Personal Vehicles

A reimbursement rate per km will be set annually (currently 57c per km). This rate is to cover gas, insurance, maintenance, depreciation and all other costs related to the ownership and use of a personal vehicle. It is the Supplier's responsibility to ensure that their employees or contractors have appropriate car insurance.

The organization(s) visited, and the purpose of the trip must be detailed on the reimbursement claim, along with a copy of a print-out of the map provided by Google Maps (or other internet map provider) showing the km's required to complete the trip.

Rental Cars

The original customer copy of the rental agreement, account statement/invoice and credit card receipt are required for reimbursement.

Gasoline for rental cars is an eligible reimbursement. Where reasonable and safe, the gas tank must be filled before returning the rental car to avoid surcharges.

Suppliers should purchase appropriate car rental insurance, which is an eligible reimbursement.

Where the rental car is used for both business and personal travel, only the portion relating to Plan Canada business will be reimbursed.

Taxi Services, including Airport Limos and Uber/Lyft

Reimbursement will be provided for the actual cost including gratuity. The gratuity should not exceed the normal expectation for the location of travel, to a maximum of 15% before tax. In Toronto, the subway system is often an economical form of travel rather than taxis. Reimbursement will be provided for subway tickets or tokens.

Accommodation - Hotels/Inns/Regulated short-stay accommodation (e.g. Airbnb)

The standard for accommodation is a single economy room in a 2 or 3-star establishment (or equivalent). In Toronto and Ottawa, Plan Canada has negotiated rates at preferred hotels and travelers should use these establishments when rooms are available.

If family or friends accompany the traveler, any additional charges for such persons are considered personal and not reimbursable.

The hotel invoice must itemize and separate room charge, meals, phones and other expenses. Expense reimbursement claims must clearly indicate what expenses are being claimed from the receipt. No reimbursement will be provided for laundry services (except as noted below), movies, alcoholic beverages, spa services, valet parking or other non-essential hotel expenses.

Meals

Original, itemized receipts are required for all meals; credit card receipts are not a valid receipt for reimbursement. On VIA Rail, where itemized receipts, are not available the traveler should add details of what is covered by the receipt.

All attendees covered by a receipt should be noted on the expense reimbursement claim.

Gratuities on meals can be reimbursed; they should be a reasonable amount for the service received and should not exceed 15%

Maximum claims: In normal circumstances expense claims supported by actual receipts should not exceed the Maximum Per Diem as defined above.

Alcoholic Beverages

Costs incurred on alcoholic beverages are not reimbursed.

Miscellaneous and incidental expenditure

Business Visas

The cost for travel related business visas including the costs of photographs, couriers and postage will be reimbursed with appropriate supporting documentation.

Communications/Telephone

Travelers should exercise discretion when determining the most economic means of communication and are required, when travelling for business purposes, to take advantage of 'soft-phone' and internet telephony services. Expense reimbursement for reasonable business-related costs may be claimed.

Gratuities

Reasonable gratuities will be reimbursed which align to the locally accepted tipping expectations, to a maximum of 15% and must be submitted for reimbursement alongside the claim for the service to which the gratuity applies. Gratuities for meals and taxis should be included on the receipts.

Laundry Services

Travelers who are away from home for more than one week will be reimbursed for reasonable expenses for laundry services.

Parking

The most economical parking option must be selected, and a detailed receipt included with the reimbursement claim.

Un-Receipted Items

Un-Receipted items would generally not be eligible for reimbursement.

Non-Reimbursable Expenses

The following, which are not an exhaustive list, are examples of expenses which are not reimbursable:

- Personal expenses for recreational purposes, e.g. video and movie rentals, mini-bars

- Expenses incurred due to the presence of friends or family members.

- Traffic and parking violations.

- Personal items that would be expected to be provided by the traveler such as clothes, luggage, hygiene items, reading materials and basic day to day medicines and first aid items would not normally be reimbursed.

ANNEX 4: PLAN INTERNATIONAL CANADA – MASTER SERVICES AGREEMENT

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT is effective as of the [<Day>] • day of [<Month>] •, 20[<*>] (the “**Effective Date**”).

BETWEEN:

PLAN INTERNATIONAL CANADA INC., a not-for-profit corporation incorporated pursuant to the laws of Canada, principally located at 245 Eglinton Avenue East, Suite 300, Toronto, Ontario, M4P 0B3 (“**Plan Canada**”)

- and -

[<NAME>], [<INDICATE THE CORPORATE STATUS OF THE SERVICE PROVIDER>], principally located at [<Address>] [NTD: *If the Service Provider is an individual, put “an individual residing at [address] and indicate the name, if any, under which the Service Provider is carrying out business.”*] (“**Service Provider**”)

(Each of Plan Canada and Service Provider is a “**Party**” to this Agreement, and both are the “**Parties**”).

BACKGROUND:

[NTD: Select Option #1 or Option #2]

Option #1: applies where there has been an RFP.

- A. Plan Canada issued a request for proposal under proposal number [<RFP # and description>] (“**RFP**”) to solicit proposals from qualified vendors to provide certain services as described herein.
- B. Service Provider is in the business of providing such services and submitted a proposal in response to the RFP.
- C. Service Provider has agreed to supply, and Plan Canada has agreed to select the Service Provider to perform the services, based on the terms and conditions set out in this Agreement.

Option #2: applies where there has not been an RFP.

- A. Service Provider has agreed to supply, and Plan Canada has agreed to select the Service Provider to perform certain services, on the terms and conditions set out in this Agreement.

FOR GOOD AND VALUABLE CONSIDERATION, the Parties hereby agree as follows:

1. Engagement

- 1.1. **Retention.** Subject to the terms and conditions of this Agreement, Plan Canada hereby retains the Service Provider and the Service Provider hereby agrees to provide the services and other deliverables (collectively, the “**Services**”) in connection with the project (“**Project**”), as described in Schedule “A”. The specific Services to be provided by Service Provider in connection with a project will be set out in separate Statements of Work (**SOW**) in the form of Schedule “B”, each of which SOW shall be appended hereto and form part of this Agreement.
- 1.2. **Project Managers.** Each Party shall designate a Project Manager in the applicable SOW for the purpose of communicating with the other Party with respect to the provision of the Services (the “**Project Manager**”). Either Party may change its Project Manager upon notice to the other Party in writing, and upon such other Party’s consent
- 1.3. **Subcontracting.** Service Provider shall not subcontract the performance of any Services without the express prior written consent of Plan Canada. Where Plan Canada consents to the subcontracting of any Services, Service Provider shall cause such subcontractors to comply with the applicable terms and conditions of this Agreement in writing. A copy of the written agreement between Service Provider and its subcontractor shall be provided to Plan Canada (which may be redacted to preserve the confidentiality of any confidential financial information contained therein). The subcontracting of any Services shall not relieve Service Provider of its obligations under this Agreement, and Service Provider shall remain jointly and severally liable for the actions and/or omissions of its subcontractors.
- 1.4. **Reporting.** Service Provider shall submit reports to the Project Manager containing such details and at such times and frequency as Plan Canada may direct. In addition, Service Provider shall otherwise keep Plan Canada informed, on a regular basis, of all matters affecting the Services.
- 1.5. **Key Resources.** Service Provider acknowledges that it is fundamental to Plan Canada that the services of certain key resources as specified in Schedule “A” (“**Key Resource(s)**”) be available to carry out the Service Provider’s obligations under this Agreement. Service Provider shall ensure the availability of the Key Resource(s) to the Service Provider on an “as needed” basis to carry out the Services and all other obligations of Service Provider to Plan Canada under this Agreement.
- 1.6. **Replacement of Key Resources.** Service Provider agrees not to reassign or replace any Key Resource during the Term without Plan Canada prior written consent. If, upon Plan Canada’s written consent, a Key Resource is reassigned or replaced, Service Provider shall provide such replacement person to Plan Canada without charge for such amount of time as is necessary to have the replacement person become familiar with the Services and/or Deliverables that such replacement person is expected to perform, including any training that may be required.
- 1.7. **Safeguarding Children and Young People Guidelines.** Service Provider acknowledges that it has read, understood and shall comply with *the Guidelines for implementing Safeguarding in the Third-Party Organizations*, a copy of which

is attached as Schedule "C." In particular, the Service Provider acknowledges its obligations under Section 4 of these *Guidelines* to implement detailed screening procedures for all its personnel (including unpaid volunteers) who will come into contact with Plan Canada's Children or Young People (directly or indirectly), or who will have access to the Personal Information of Children or Young People as part of providing Services to Plan Canada.

- 1.8. Service Providers shall make available to its employees, agents or authorized subcontractors who are engaged in performing Services to Plan Canada under this Agreement, a copy of Plan Canada's Whistleblowing Policies and Reporting Procedures, a copy of which is attached hereto as Schedule "D"

2. Proprietary Information and Confidentiality

- 2.1. In this Agreement, the following definitions apply:

"Plan Canada Confidential Information" "includes without limitation, Plan Canada's business and financial records, statistical data, receivable/payable records, human resources and payroll data, personal information, and any other information that might be considered private confidential, sensitive, privileged and /or proprietary in any form, howsoever gathered or stored, whether or specifically identified as "confidential, "proprietary "or "trade secret".

"Personal Information" means information relating to Plan Canada's donors, recipients, employees, or other individuals which is personally identifiable, or for which it is reasonably foreseeable in the circumstances could be utilized, either alone or with other information to identify an individual.

- 2.2. Any Plan Canada Confidential Information provided to Service Provider shall remain the property of Plan Canada, and, upon the termination or expiry of this Agreement for any reason whatsoever, Service Provider shall, at the option of Plan Canada, securely destroy or return to Plan Canada all property of Plan Canada, including the foregoing. At the request of Plan Canada, Service Provider will provide Plan Canada with signed written confirmation of the return and/or destruction of such Confidential Business Information, setting out the date, time, location and method of secure destruction, with the signature of the representative of Service Provider who performed the destruction.
- 2.3. Service Provider shall not disclose, or in any way use, either directly or indirectly, any Plan Canada Confidential Information either during the Term of this Agreement or at any time thereafter, except as required by law or strictly in connection with the provision of the Services, or as expressly permitted in writing by Plan Canada. Except in respect of Personal Information, this restriction shall cease to apply to information ordered to be disclosed by a court of competent jurisdiction or otherwise required to be disclosed by law, or to information which becomes available to the public generally (other than by reason of the Service Provider breaching this clause), or to information in Service Provider's possession prior to the entering of this Agreement.
- 2.4. Service Provider shall immediately advise Plan Canada in writing of any breach or suspected breach of the terms of this Agreement or any access, disclosure,

collection or use of Plan Canada Confidential Information in breach of the terms of this Agreement.

- 2.5. Service Provider shall disclose Plan Canada Confidential Information only to those designated employees, agents or authorized subcontractors who need to know the information in order for the Service Provider to carry out the Services. Service Provider shall, prior to disclosing any of Plan Canada Confidential Information to such designated employees, agents or authorized subcontractors, issue appropriate instructions to them to satisfy the Service Provider's obligations herein and obtain their agreement in writing to receive and use such information on a confidential basis and subject to non-disclosure requirements as set out herein.
- 2.6. The provisions contained in this Article 2 shall not be prejudiced by, and shall survive the termination of this Agreement.
- 2.7. If expressly described in Schedule "A", Plan Canada may permit the Service Provider to access, collect, use and/or disclose certain Personal Information as described therein, and any such access, collection, use or disclosure shall be subject to compliance by the Service Provider with terms of this Agreement, and Schedule "E", *Personal Information Access Terms and Conditions*.

3. Conflict of Interest

- 3.1. Neither Service Provider, nor any of its advisors, partners, directors, officers, employees or agents, shall engage in any activity or provide any services to any third party where such activity or the provision of such services, creates a conflict of interest (actually, or potentially, in the sole opinion of Plan Canada with the provision of the Services.
Without limitation, Service Provider agrees that, during the Term of this Agreement, it will not deliver any substantially similar services to the following organizations: World Vision, Christian Children's Fund, Save the Children, Care, UNICEF, Compassion, Feed the Children Canada, Canadian Feed the Children, Free the Children, War Child and Right to Play.
- 3.2. Service Provider shall disclose to Plan Canada, without delay, any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.
- 3.3. A breach of this Article 3 by the Service Provider shall entitle Plan Canada to immediately terminate this Agreement, in addition to any other remedies that Plan Canada has hereunder, in law or in equity.

4. Intellectual Property

- 4.1. "**Intellectual Property Rights**" means (a) any and all proprietary rights provided under, (i) patent law, (ii) copyright law, (iii) trade-mark law, (iv) design patent or industrial design law, or (v) any other statutory provision or common law principle applicable to this Agreement and/or the Services, including trade secret law which may provide a right in either ideas, formulae, algorithms, concepts, inventions or know-how generally, or the expression of use of such ideas, formulae, algorithms, concepts, inventions or know how; and (b) any and all applications, registrations,

licenses, sub-licenses, franchises, agreements or any other evidence of a right in any of the foregoing.

- 4.2. Subject to Section 4.4, Service Provider hereby grants to Plan Canada ownership of the Intellectual Property Rights in the deliverables created in the performance of the Services throughout all jurisdictions and in all parts of the world together with all rights of registration extension and renewal (where relevant), specifically excluding any pre-existing Intellectual Property Rights of the Service Provider or any third-party developed prior to or outside the provision of the Services ("**Pre-Existing IP**"). For the avoidance of doubt and by way of perfection of legal rights, Service Provider hereby assigns to Plan Canada, all rights and interest in the Intellectual Property Rights in such deliverables created in the performance of the Services, together with all past and future rights of action relating thereto.
- 4.3. Service Provider accepts that Plan Canada may edit, copy, add to, take from, adapt, alter and translate the deliverables created in the performance of the Services. To the full extent permitted by law, the Service Provider irrevocably waives, and shall cause each of its employees, agents and permitted subcontractors to waive, the benefits of any provision of law known as moral rights including any moral rights the Service Provider may otherwise have had under Sections 14.1 and 14.2 of the *Copyright Act* (Canada). A copy of such employee, agent or subcontractor waiver shall be provided to Plan Canada.
- 4.4. In the course of performing the Services, Service Provider may, with the prior written consent of the Project Manager, use or otherwise make available to Plan Canada, certain Pre-Existing IP. Service Provider shall disclose in advance, in writing to the Project Manager, Service Provider's ownership of any such Pre-Existing IP prior to its use in the delivery of the Services.

Unless and until Service Provider has obtained the prior written consent of the Project Manager, Service Provider agrees not to use or make available to Plan Canada any Pre-Existing IP in which Plan Canada shall not be obtaining full ownership or license rights as provided for in this Article 4. In the event that Service Provider obtains the prior written consent of the Project Manager, Service Provider hereby grants to Plan Canada and such other persons, entities and/or users as determined by Plan Canada, an irrevocable, non-exclusive, royalty free, fully paid up, non-cancellable, transferable, license to use, modify, reproduce, enhance, upgrade, update, create derivative works, distribute, sell, transfer, exploit, access, store and/or display the approved material, including the right to sublicense any of the foregoing rights, and including any Intellectual Property Rights therein.

5. **Term**

- 5.1. This Agreement shall commence on the Effective Date and continue for such period ending on [<Date>], unless extended or earlier terminated pursuant to the terms and conditions of this Agreement ("**Term**"). [NTD: *Plan Canada's*

Procurement Procedures Manual provides that the maximum term of a contract is 3 years.]

- 5.2. [NTD: Optional renewal language.] At Plan Canada's sole option, on [specify # of days] e.g. 30 days' notice to the Service Provider, this Agreement may be extended for [specify # of intervals or years], on the same terms and conditions.

6. Fees

- 6.1. **Fees.** Subject to the terms and conditions of this Agreement, in consideration for the performance of the Services by the Service Provider, Plan Canada will pay to Service Provider such fees as set out in Schedule "B" ("Fees").
- 6.2. **Invoices.** Plan Canada shall pay all undisputed Fees within 45 days of receipt of invoice from the Service Provider. Service Provider shall submit invoices containing such details as Plan Canada may request and such invoices shall be submitted on a monthly basis or as frequently as Plan Canada may direct. No terms and conditions included in an invoice from Service Provider that contradicts the provisions of this Agreement are valid.
- 6.3. **Hold Back.** Plan Canada may hold back the payment of 15% percent of the Fees set out in an invoice until the expiration of the Warranty Period and the performance of all related warranty obligations, where applicable.
- 6.4. **Additional Services.** Should Plan Canada expand the scope of the Projects requiring the Service Provider to deliver additional Services, the Parties will enter into an Addendum detailing such additional work and relevant terms which shall include updated Schedules "A" and "B".
- 6.5. **Expenses.** Plan Canada shall reimburse Service Provider for its actual travel expenses (e.g hotel, airfare, meals, ground transportation, etc.) where prior approval is received by Plan Canada's Project Manager. Service Provider must follow *the Expense Reimbursement Guidelines – Third Party Suppliers*, a copy of which has been provided to the Service Provider.
- 6.6. Service Provider shall provide a detailed breakdown of all Expenses submitted to Plan Canada for reimbursement and upon request by Plan Canada, the Service Provider shall provide it with copies of all receipts and any other documents or statements to support such claim for Expense reimbursement.
- 6.7. **Agreement Ceiling.** The maximum aggregate amount of Fees and Expenses payable under this Agreement shall not exceed CAD[\$<insert>] ("**Agreement Ceiling**"). Notwithstanding any provision in this Agreement, Plan Canada shall have no liability for payment of any Fees and/or Expenses, if applicable, exceeding the aggregate amount of the Agreement Ceiling. For clarity, the Agreement Ceiling is set by Plan Canada as a financial control and is not a commitment by Plan Canada to pay any Fees or Expenses to Service Provider in such amounts.
7. **Non-Resident: [NTD: Section 7 is only required if the Service Provider is a "non-resident person. If not, delete section 7.1 and 7.2 and add "Intentionally Deleted."]**

- 7.1. Service Provider is a “non-resident person” within the meaning of Regulation 105 of the *Income Tax Act* (Canada) (“**Tax Act**”). In the event that the Service Provider performs any services in Canada in connection with this Agreement, the Service Provider shall invoice Plan Canada separately for that portion of the services that are provided to Plan Canada in Canada. The invoices for such services and any reimbursable expenses must comply with the applicable provisions of the Tax Act regarding the delivery of services in Canada by a non-resident person.
- 7.2. Service Provider hereby authorizes Plan Canada to deduct any withholding tax that is required by the Tax Act to be withheld in respect of payments for such services performed in Canada and Plan Canada shall remit the withheld amount to the Canada Revenue Agency on behalf of the Service Provider.

8. Termination

- 8.1. Plan Canada may, in its sole discretion, terminate this Agreement, (i) for any reason by giving Service Provider 15 days prior written notice; or (ii) immediately, if the funds which Plan Canada has budgeted for the payment of the Service Provider under this Agreement has been terminated by the funding provider or otherwise expired under the terms of the applicable funding agreement.
- 8.2. In the event of termination, Service Provider shall be entitled only to the undisputed amount of the Fees earned up to the effective date of such termination, and the approved Expenses incurred prior to the date of notice of termination, if any.
- 8.3. Either Party may terminate this Agreement on written notice to the other Party, if such other Party neglects or fails to perform or observe any material term or obligation in this Agreement and such failure has not been cured within 15 days of written notice of such neglect or failure being provided.

9. Independent Contractor

- 9.1. Service Provider is and shall act solely as an independent contractor and shall not be, or be deemed to be, an employee, agent, legal representative or partner of Plan Canada.
- 9.2. Service Provider shall not, without the prior written consent of Plan Canada, enter into any contract or commitment, in the name of or on behalf of Plan Canada or bind Plan Canada in any respect whatsoever. Service Provider shall not have authority to sign any cheques in the name of Plan Canada.
- 9.3. Service Provider is not authorized to accept service of any statement of claim or other legal process or deliver any intent to defend or statement of defence on behalf of Plan Canada in any proceeding, and the Service Provider shall not act in any manner to knowingly subject Plan Canada to the jurisdiction of any court, tribunal or government agency.
- 9.4. None of Service Provider's employees, agents or authorized subcontractors shall be deemed to be the employees, agents or authorized subcontractors of Plan Canada. Service Provider shall be solely responsible for any salary, commission or other remuneration payable to any such employees, agents or authorized subcontractors, and hereby indemnifies Plan Canada for any costs, claims,

damages or losses incurred or claimed by or against Plan Canada in respect thereof.

- 9.5. Service Provider shall have full and direct responsibility for compliance with all applicable federal and provincial requirements pertaining to income taxes, sales taxes, unemployment insurance contributions, workplace safety and insurance premiums, Canada Pension Plan Canada contributions or any other payments or contributions which may be required in respect of the fees and expenses to be paid to the Service Provider under this Agreement. Service Provider agrees to hold Plan Canada harmless from any and all claims, losses or demands against Plan Canada with respect to any such taxes, remittances, premiums or withholdings in connection with this Agreement.

10. Warranties

- 10.1. Service Provider warrants that all Services provided by the Service Provider and its employees, agents and authorized subcontractors to Plan Canada under this Agreement shall be provided in accordance with the specifications described in this Agreement and performed in compliance with applicable laws, honestly and in good faith, with a superior degree of professionalism, skill, care, diligence and responsiveness, in a good and workmanlike manner, and in compliance with all applicable laws.
- 10.2. Service Provider shall correct any deficiencies in the Services for a period of 30 days from the date of completion or delivery ("**Warranty Period**"), provided that Plan Canada notifies the Service Provider in writing of such deficiency and specifies the nature of the deficiency within the Warranty Period.
- 10.3. In the event that the Services performed by Service Provider do not comply with the warranties set out in this Section, as determined in the sole discretion of Plan Canada, Plan Canada shall have the right to reject acceptance of the Services that fail to meet such standards, and shall have the option of (i) requiring the Service Provider to immediately re-perform any such Services at no additional cost to Plan Canada and/or (ii) return any Fees paid by Plan Canada in connection with such Services, upon demand by Plan Canada, with no obligation to pay any additional Fees in connection with such substandard Services.

11. Insurance Indemnity & Limitation of Liability

- 11.1. Service Provider, at its expense, shall maintain during the Term of the Agreement, insurance coverage for (i) comprehensive commercial general liability insurance, insuring bodily injury and property damage with limits of not less than \$2,000,000 per occurrence, and (ii) errors and omissions/ professional liability and privacy liability insurance with limits of not less than \$2,000,000 per claim. Upon Plan Canada's request, Service Provider shall promptly provide to it a certificate of insurance coverage in compliance with this Agreement.
- 11.2. Service Provider shall indemnify and save Plan Canada harmless from any and all claims, losses or demands arising from any occurrence occasioned, whether in whole or in part, directly or indirectly, by any act, omission, fault, default or negligence of the Service Provider, its employees, agents or authorized

subcontractors, related to the performance or non-performance by the Service Provider of the Services and/or its obligations under this Agreement, including any infringement of any rights in respect of any deliverables provided to Plan Canada by the Service Provider. The indemnities contained in this Agreement shall not be prejudiced by, and shall survive the termination of this Agreement.

- 11.3. In no event shall either Party be liable to the other Party for consequential, exemplary, indirect, special or incidental damages (including, without limitation, lost profits), or be liable to any third party for any damages whatsoever, even if a party has been advised of the possibility of such damages.
- 11.4. [NTD: This section 11.4 is applicable if the Service Provider will be providing services on site at Plan Canada's offices.] If Service Provider is subject to the Ontario *Workplace Safety and Insurance Act*, as may be amended or replaced from time to time ("**WSIA**"), it shall submit a valid Workplace Safety and Insurance Board of Ontario ("**WSIB**") clearance certificate of WSIA coverage to Plan Canada. In addition, Service Provider shall, from time to time at the request of Plan Canada, promptly provide additional WSIB clearance certificates. Service Provider covenants and agrees to pay when due all amounts required to be paid by it, from time to time during the Term under the WSIA, failing which Plan Canada shall have the right, in addition to, and not in substitution for, any other right it may have pursuant to this Agreement, if any or otherwise at law or in equity, to pay to the WSIB any amount due pursuant to the WSIA and unpaid by the Service Provider, and to deduct such amount from any amount due and owing from time to time to Service Provider pursuant to this Agreement, together with all costs incurred by Plan Canada in connection therewith.

12. Non-Solicitation

Both Parties agree that during the Term of this Agreement, and for a period of [12] months thereafter, they will not directly solicit the services of any person who is, or was at the time of such solicitation, engaged by the other Party as an employee, agent or independent contractor for the purposes of this Agreement, and who was engaged or participated in the Project(s) without the prior written consent of the other Party, such consent not to be unreasonably withheld. Notwithstanding the foregoing, the Parties agree that this Section will not prohibit: (i) solicitations through general public advertising; or (ii) the hiring of any employee of a Party who contacts the other Party without such other Party having solicited such employee.

If either Party breaches the provisions of this Section, then the breaching Party shall pay to the non-breaching Party, as liquidate damages and not as a penalty, an amount equal to [20%] of the employee's salary paid by the non-breaching Party in the previous [12] months.

13. General Provisions

- 13.1. **Governing Law.** This Agreement shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable herein.

- 13.2. **Assignment.** This Agreement shall enure to the benefit of, and be binding upon, the Parties hereto and their respective successors, but shall not be assignable by either of the Parties hereto without the prior written consent of the other Party.
- 13.3. **Amendment.** No amendment or waiver of any provision of this Agreement is effective unless in writing and agreed to by the Parties. Notwithstanding the foregoing, Plan Canada may amend this Agreement upon notice to the Service Provider, to comply with amendments to or enactment of laws and government policy, but only to the extent necessary to comply with such amendments or enactments.
- 13.4. **Audit.** Upon reasonable notice to the Service Provider, the Service Provider shall provide Plan Canada and such other entity as designated by Plan Canada, with access from time to time, and for a period of 7 years following the effective date of termination of this Agreement, and to all relevant records and facilities to determine whether the Service Provider is in compliance with the provisions of this Agreement.
- 13.5. **Survival.** All provisions of this Agreement which are by their nature intended to survive the expiration or termination of this Agreement, including all indemnities and those provisions specifically identified herein, shall survive such expiration or termination.
- 13.6. **Entire Agreement.** This Agreement and any attached Schedules constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, and there are no covenants, representations, warranties or agreements between the parties in connection with the subject matter hereof except as specifically set forth herein. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by all parties.
- 13.7. **Schedules.** The following schedules are incorporated in and form part of this Agreement:

Schedule "A"	Projects and Services
Schedule "B"	Fees
Schedule "C"	Guidelines for Implementing Safeguarding in Third Party Organizations.
Schedule "D"	<i>Plan Canada's Code of Conduct (abridged) and Whistleblowing Policy and Reporting Procedures.</i>
Schedule "E"	Personal Information Access Terms and Conditions [NTD: Optional Schedule for inclusion when the Service Provider is to be provided with access to Personal Information. Delete if not relevant.]
Schedule "F"	Access to Plan Canada's Technology Infrastructure Terms and Conditions. [NTD: Optional Schedule for inclusion when the Service Provider is to be provided with such access. Delete if not relevant.]

13.8. **Counterparts and Transmission.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and which taken together to constitute one and the same document. Transmission of an executed signature page by fax, email or other electronic means is as effective as a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF this Agreement has been executed by the Parties hereto.

**PLAN INTERNATIONAL
CANADA INC.**

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

**Insert Name of Service
Provider**

By: _____
Name:
Title:
Date:

SCHEDULE "A" – PROJECTS AND SERVICES SOW

PROJECT(S): [<Plan Canada and Service Provider to specify

PLAN CANADA PROJECT MANAGER: [<Plan Canada to specify

KEY RESOURCES: [<Plan Canada and Service Provider to specify>]

SERVICES:

Insert description

In connection with the Projects, the Service Provider shall provide the following Services as may be modified or amended at the sole discretion of Plan Canada from time to time:

[NTD: insert a detailed description of the services to be provided by the Service Provider and the timelines for completion, attaching any schedules or referring to any RFP Response as necessary. If the timelines for completion of the services/deliverables are particularly important, there should be a consideration of whether the payment terms in the Agreement should be linked to these timelines, with penalties for failure to meet the timelines.]

[NTD: Ensure that the description of services includes a description of the precise nature of the personal information that the Service Provider will be permitted to use, as applicable. This is only applicable if the Service Provider has access to personal information in the course of providing their services.]

EXPENSES: *[NTD: Specify whether the Service Provider will be entitled to reimbursement for authorized expenses and the ceiling price for such Expenses.]*

SCHEDULE “B” – FEE SCHEDULE

Option 1: Fees based on an hourly rate.

The Fees payable to the Service Provider for the performance of the Services will be calculated as follows:

Name/ Position	Hourly Rate	Per Diem Rate*

*The Per Diem rate is calculated based on a minimum of 8 hours worked in a day.

Subject to the prior written approval of Plan Canada, if Service Provider works more than 8 hours in a day, the Service Provider may bill Plan Canada for such additional hours at the Hourly rate.

Payment will be made bi-weekly against the submission of an invoice for the satisfactory completion of the services and deliverables of the engagement.

EXPENSES: Actual travel expenses (e.g. hotel, airfare, meals, ground transportation, etc.) may be reimbursed where prior approval is received by the Plan Canada Project Manager. Service Provider must follow the *Expense Reimbursement Guidelines – Third Party Suppliers*. Expenses will be invoiced at cost or paid for directly by Plan Canada

SCHEDULE “C”

PLAN CANADA GUIDELINES FOR IMPLEMENTING SAFEGUARDING IN THIRD PARTY ORGANISATIONS

Scope: These Guidelines outline the requirements for safeguarding Children and Young People that are applicable to Organizations that work with Plan International Canada Inc. (“**Plan Canada**”). They are particularly applicable to Organizations assessed as having contact with/working with Children/Young People, Organizations with access to the Personal Information of Children/Young People, and/or whose projects, programs, activities, advocacy and influence work impact Children/Young People served by Plan Canada.

These Guidelines illustrate our commitment to support and respect Children’s and Young People’s rights to be protected from harm, and to provide a safe and protective environment for Children and Young People who are involved with any programs funded by Plan Canada. Harm includes all forms of physical or mental violence, injury or abuse, neglect or negligent treatment, emotional ill-treatment or psychological violence, sexual abuse and exploitation, harassment, and commercial or other exploitation of a Child or Young Person. Harm can also take place online through, for example, the internet, social media or mobile phones.

The Guidelines should be applied in relation to Children and Young People as appropriate, depending on the services provided by the Organization and risks to Children and Young People.

1. **Prevention:** Organizations must take appropriate measures to manage Child and Youth safeguarding risk factors and prevent abuse and exploitation before it occurs. Prevention measures include organizational safeguarding policies, codes of conduct and associated procedures; the management of safeguarding risks in relation to its operations, activities and interventions; and the production and promotion of “Child and Youth friendly” safeguarding information and resources.
2. **Code of Conduct:** Organizations are required to ensure that their personnel avoid any behaviour or conduct that compromises the safety and protection of Children and Young People within its activities, operations and programs. In addition, programs and activities working directly with Children and Young People should develop guidance on expected and acceptable behaviour for Children and Young People towards each other. This should be incorporated into policy and practice documents.
3. **Gender Equality and Non-Discrimination:** Organizations should ensure that their Safeguarding Children and Young People policies and procedures take into account gender equality and non-discrimination requirements. Recognizing that girls, boys, young women and young men of different gender identities may face different risks relating to their safety and protection and that all Children and Young People have an equal right to protection, irrespective of age, sex, gender, gender identity, sexual orientation, nationality, ethnic origin, colour, race, language, religious or political beliefs, marital status, disability, physical or mental health, family, socio-economic or cultural background, or class.
4. **Screening Procedures:** Organizations should implement detailed screening procedures for all personnel (including unpaid volunteers) who will come into contact with Plan Canada’s Children and Young People (directly or indirectly) and/or will have access to the Personal Information of Children or Young People. Screening procedures should

be updated on a regular basis. Screening procedures may include: certificate of good conduct, police reference checks or equivalent, verification that applicants are not listed in national registries of child offenders; a detailed application and interview process; references who support the applicant's suitability to work with Children and/or Young People.

5. **Third Parties:** Organizations should ensure adequate safeguarding assessments are made as part of its due diligence processes when it comes to engaging third party entities. Third party entities that are contracted or supported to work with Children/Youth must be subject to the same safeguarding principles and approach outlined in the Organization's policy and procedures. Vendors, suppliers and other contractors that may be in direct or indirect contact with Children must also be subject to appropriate safeguarding measures.
6. **Capacity Building:** Organizations should develop the capacity of all who work with and for Children and Young People to appropriately prevent, detect, report and respond to safeguarding concerns and particularly as they pertain to differing gender and other identities. Efforts should be made to ensure organizational policies and practices are understood and can be effectively implemented through mandatory inductions and on-going training courses for all personnel.
7. **Reporting Mechanisms:** Mechanisms should be established that enable the safe reporting of safeguarding concerns. Such mechanisms should ensure appropriate escalation of concerns within the Organization, referral to the appropriate authorities and confidentiality. In addition, Child and Youth reporting mechanisms should be accessible, friendly and sensitive to their differing needs.
8. **Response and Follow Up:** Organizational policies and procedures should include appropriate measures to support and protect Children and Young People when concerns arise. All measures taken to respond to a safeguarding concern should take into account the best interest of the Child or Young Person and be sensitive to their differing gender and other identities ensuring they are kept safe and protected. Response measures should be appropriately risk assessed and endeavour to ensure no further harm comes to the Child and/or Young Person as a result of any actions taken by the Organization. Concerns should be written up and information kept in accordance with the privacy and confidentiality policies of the Organization and/or local legislation. In addition, organizational processes should ensure response evaluation and follow up for organizational learning.
9. **Notification:** Organizations shall immediately advise Plan Canada of any complaints of abuse or exploitation of Children and/or Young People involving their personnel providing services to Plan Canada.
10. **Implementation, Monitoring and Review:** The implementation and monitoring of the Organization's Safeguarding Children and/Young People Policy should be reviewed at regular intervals as determined necessary by the Organization, preferably at least every 3 years.
11. **Sanction and Discipline of Organization Personnel:** The Organization's policies and procedures should provide for appropriate sanctions and disciplinary measures which ensures that Children and Young People are protected from further potential harm. This may include the immediate suspension of personnel until such time as the allegations are

followed up and either substantiated or refuted, and/or where personnel is convicted of abusing a Child or Young Person, such personnel is immediately terminated from their position.

12. **Informed Consent**: Organizations should provide Children and Young People (and their parent(s)/legal guardian(s) where applicable), with all necessary details (including on any associated risk) to make an informed decision regarding their participation in programs and activities, including any voice recordings, video or photographs of Children and/or Young People (including how and where these will be used). Participation and/or usage of information and/or images should only take place after consent is obtained. Where directed by Plan Canada, the Organization shall use Plan Canada's *Media Consent Form*.
13. **Protection of Personal Information**: Personal Information regarding Children and/or Young People shall be treated confidentially. There should be clear procedures showing the responsibilities within the Organization for accessing and using such data with appropriate authorizations. In addition, such data should not be disclosed to any third party, except in accordance with Organization's agreement with Plan Canada or as required by applicable local laws. Personal information includes, but is not limited to, any information that can be linked to or used to identify a Child and/or Young Person.

SCHEDULE ‘D’ -
PLAN CANADA’S CODE OF CONDUCT (ABRIDGED) AND WHISTLEBLOWING
POLICY AND REPORTING PROCEDURES

1. INTRODUCTION

Plan International Canada Inc. (**Plan Canada**) has a superior reputation as an international, child-centered, community development organization. We are dedicated to serving children, their families and the communities in which they live throughout the countries in which Plan Canada operates.

As an Associate of Plan Canada, you represent Plan Canada in all that you do. It is therefore important that you understand the standards we expect from you, both in terms of maintaining and promoting a positive image of Plan Canada and, most importantly, demonstrating respect for the rights of the children, families and communities that we serve. We have developed this *Code of Conduct* to assist you in understanding why it is important to conduct yourself in a professional and ethical manner and what business practices Plan Canada promotes.

2. APPLICATION AND SCOPE

This *Code of Conduct* applies to all **Associates**.

“**Associates**” refers to all Plan Canada Employees, Board members, volunteers, students, interns, consultants, contractors and representatives of partner organizations engaged by Plan Canada.

“**Board**” means the Board of Directors of Plan Canada.

“**Employee**” means a person who has entered into an employment relationship with Plan Canada including full-time and part-time, permanent and temporary employees.

“**Visitor**” means a person who visits Plan Canada’s offices or programs and may come into contact with Children and Young People including media, visiting sponsors or donors, or researchers.

This *Code of Conduct* is not intended to cover every situation which Associates may face. No *Code of Conduct* can offer a complete guide to cover all possible situations that might be encountered. From time to time, Associates will have questions as to the propriety of an action or the application of this *Code*. Employees should discuss these questions with their People Leader who will seek advice from others, as necessary. Board members should consult with the Board Chair, and other Associates should consult with their relationship manager.

This *Code of Conduct* includes:

Appendix 1 – *Plan Canada Code of Conduct Acknowledgement with Annex A – Plan Canada Safeguarding Children and Young People Code of Conduct.*

Appendix 2 – *Plan Canada’s Reporting and Whistleblowing Policy and Procedures.*

This *Code of Conduct* should also be read and understood in conjunction with the following associated Plan Canada Policies, as may be amended from time to time:

- our *Safeguarding Children and Young People Policy and Procedures*;
- our *Procurement Policy* and related Procedures;
- our *Privacy Policy, Employee and Associate Privacy Policy, Confidentiality Agreement*, and related *Privacy Policies and Procedures*;
- our *Information Technology and Communications Policy* and related Security policies and procedures;
- our *Expense Reimbursement Policy* and *Expense Reimbursement Guidelines – 3rd Party Suppliers*; and
- our *Workplace Discrimination, Harassment, Violence and Bullying Prevention Policy and Program*.

3. PURPOSE

The purpose of this *Code of Conduct* is to:

1. Articulate the common values and behaviours expected of Plan Canada Associates;
2. Ensure that Plan Canada Associates treat each other and the children, youth and communities we work with, with dignity and respect;
3. Ensure that Plan Canada Associates support our objective of providing a safe and inclusive workplace; and
4. Encourage Plan Canada Associates to report suspected wrongdoing or irregularities as soon as possible.

4. POLICY STATEMENT

Our work is based on deeply held values and a clear purpose. We will ensure that our shared values and behaviours become embedded in our culture and the guiding principles behind all our decision-making.

We frequently work in complex and insecure environments and in situations where we are in positions of power and trust in relation to the children, young people and communities we work with, with other organizations and one another. We must, under no circumstances, abuse this power and trust.

We have zero tolerance for, and will act appropriately in response to, any conduct or behaviour contrary to this Code of Conduct.

We encourage full disclosure of suspected breaches of the expected standards of conduct set out in this Code and will protect those who make such disclosures from reprisal.

5. APPLICABLE REQUIREMENTS

1. Our Values and Behaviours

Our shared values express the deepest held beliefs of Plan Canada. They articulate our philosophy, desired culture and fundamental principles which should not be compromised for financial gain or short-term expediency. Please see Appendix 1 (Plan Canada Code of Conduct Acknowledgement)

2. Standards of Conduct

- (i) **Personal Conduct Outside Work.** Plan Canada does not intend to dictate the belief and value systems by which our Associates conduct their personal lives. However, as our position throughout the world is dependent upon maintaining good relations and upholding our global reputation as a child-focused community development organization, we will not permit unlawful or unethical conduct by our Associates which may jeopardize our reputation, whether such conduct takes place during or after business hours. Such conduct includes, but is not limited to: any unlawful activity related to sexual abuse; child abuse; sexual harassment; assault and sexual exploitation.
- (ii) **Concern for Children, Young People, their Families and Communities.** Associates must not do anything that may cause emotional, physical or financial harm to the children and young people, and their families or communities that we serve. As an international child-centred community development organization committed to the well-being of children, Plan Canada does not tolerate child abuse in any form. Associates must be concerned about perception and appearance in their language, actions and relationships with children and young people.

Associates must always adhere to Plan Canada's *Safeguarding Children and Young People Policy and Procedures* which states that:

- Plan Canada is committed to the gender responsive safeguarding of children and young people from all forms of violence. We take very seriously our responsibility to ensure that we, as an organization, and anyone who represents us, do not in any way harm, abuse or commit any other act of violence against Children and Young People or place them at risk of the same.
 - We promote child and youth safe practices, approaches, interventions and environments which respect, recognize and respond to the specific safeguarding needs and addresses the protection risks of differing gender and other identities. We will challenge and do not tolerate inequality, discrimination or exclusion.
- (iii) **Dealings with Children, Young People, their Families and Communities.** Associates must not use the property of or employ the efforts of children, their families or communities in which Plan Canada works for the benefit of the Associate, or the Associate's family and friends.
 - (iv) **Laws and Regulations:** Associates must at all times comply with the laws and regulations of the jurisdiction in which they are based, including locations to which Associates travel in their capacity as Plan Canada Associates.

(v) **Political Contributions.** Plan Canada does not make contributions, directly or indirectly, to any political candidate or party. Because it may be considered an in-kind political contribution, we do not give Employees time off with pay for political activity.

(vi) **Gifts and Entertainment.** When dealing with government personnel, children, young people, their families and communities, donors, suppliers and other persons, Associates must be guided by two principles: (i) never to use their position to obtain personal gain; and (ii) never to be obligated to persons with whom Plan Canada does business. Associates also must conduct themselves at all times in a manner that avoids suspicion of such behaviour.

- Associates must not be involved in paying or accepting any bribe, kickback or other unlawful payment or benefit to secure any concession, contract or other favourable treatment.
- Associates must not give any gift, entertainment or benefit to any supplier, government personnel, public official or candidate for public office in circumstances where such an action could be viewed as attempting to secure the favour of such a person.
- Reasonable business hospitality may be furnished by Associates whose duties require them to do so, provided that a proper accounting of the expenditures/benefit is made in writing to the Vice President, Finance in accordance with *Plan Canada's Expense Reimbursement Policy*. This Policy provides that gifts are non-reimbursable items (with isolated exceptions and requiring prior written approval by the Vice President, Finance or CEO).
- Reasonable business entertainment and/or gifts may be accepted by Associates whose duties require them to do so, provided that a proper accounting of the benefit is made in writing to the Associate's supervisor and the Vice President, Finance who will maintain a registry of such disclosures. In determining what is reasonable, the entertainment and/or gifts should not be of such value as to constitute a personal enrichment for the recipient and should not be such as to appear excessive to an objective observer. Such determination is at Plan Canada's sole discretion.

(vii) **Conflict of Interest.**

Plan Canada respects each Associate's right to privacy in the conduct of his/her personal affairs. Associates should be free, however, of outside interests and activities which might impair the exercise of the Associate's independent judgment in carrying out his/her duties as an Associate to act solely in the best interest of Plan.

The following are among the arrangements prohibited by this *Code of Conduct*:

- a. an Employee or Board member may not be, directly or indirectly through a family member or other person acting on his/her behalf, an employee of, or serve as a proprietor, partner, officer or director of any supplier to Plan Canada if the Employee or Board member has any role in the selection of such suppliers to Plan Canada;

- b. an Employee may not own capital stock or have other investments in any enterprise which is a supplier to Plan Canada, if such investment would be significant enough to interfere or conflict with the Employee's obligations and responsibilities to Plan Canada;
- c. an Employee may not be a consultant, employee or representative of another entity if the services provided to such entity would:
 - o interfere with the Employee's obligation to Plan Canada because of the demands of time or interest;
 - o utilize Plan Canada's proprietary information gained primarily through Plan Canada employment; or
 - o identify Plan Canada with an activity or cause with which it, in its sole discretion, does not want to be identified.

Disclosure: Where an Employee or member of the Employee's family has an outside interest in or activities with any supplier of goods or services to Plan Canada, such interest or activities with such supplier must be disclosed by the Employee, at the earliest possible opportunity, in writing to the Employee's immediate People Leader, who will be responsible for informing the Vice President, Talent & Culture, Chief Operating Officer or the CEO. Board members should direct any such relationships to the Board Chair for determination.

(viii) **Contracting**

Associates must understand and comply with Plan Canada's *Procurement Policy* and all related Procedures in relation to all contracting.

(ix) **Privacy and Confidentiality**

Associates who have access to Plan Canada's Confidential or Personal Information are in a position of trust. Associates must understand and comply with Plan Canada's *Privacy Policy*, its *Employee and Associate Privacy Policy*, its *Confidentiality Agreement*, and all related *Privacy Policies and Procedures*. As set out in these Policies and in the *Confidentiality Agreement*:

Confidential Information includes, without limitation, Plan Canada's business and financial records, statistical data, receivable/payable records, human resources and payroll data, Personal Information, and any other information that might be considered private, confidential, sensitive, privileged and/or proprietary in any form, howsoever gathered or stored, and whether or not specifically identified as "confidential", "proprietary" or "trade secret".

Personal Information means information relating to Plan Canada's donors, recipients, employees, or other individuals which is personally identifiable, or for which it is reasonably foreseeable in the circumstances could be utilized, either alone or with other information to identify an individual.

The general principles applying to the disclosure or use of Plan Canada information include:

- No disclosure of Personal Information that identifies sponsored families or children should be made to unauthorized persons or the public without the informed consent of the family and, when appropriate, the child.
- No disclosure or use of Confidential Information outside the immediate scope of employment or engagement should be made without prior written approval by Plan Canada (such approval to be granted by the Board Chair in the case of Board members) and, where necessary, the obtaining of a written agreement that confidentiality will be respected.
- Communications with the media in countries outside of Canada must first be reviewed by the relevant National Organization or Country Director.

(x) **Misuse of Plan Canada's Technology**

Plan Canada computer hardware, networks, databases and software are Plan Canada's property and access to them is made available to Associates on trust.

Associates must understand and comply with Plan Canada's *Information Technology and Communications Policy* and all related Security policies and procedures.

6. VIOLATIONS

Violations of this *Code of Conduct* can have serious implications for Plan Canada's success. Nothing in the *Code of Conduct* abrogates Plan Canada's right to take whatever action it deems appropriate in the event of non-compliance.

- In the case of Employees, violations of this *Code of Conduct* may result in disciplinary action up to and including termination of employment, with or without notice, based on the severity of the infraction and the totality of the circumstances.
- Violations by other Associates, may result in the termination, with or without notice, of the Associate's relationship or engagement with Plan Canada.
- Plan Canada may restrict its business relationships with any third-party organization as a result to its non-compliance with this *Code of Conduct*.
- Civil legal action may be brought against Associates for violations of the *Code of Conduct* as Plan Canada, in its sole discretion, deems appropriate.
- Violations of the *Code of Conduct* which may violate local laws will be reported to authorities as required by law or as deemed appropriate by Plan Canada.

APPENDIX 2

PLAN CANADA'S WHISTLEBLOWING POLICY AND REPORTING PROCEDURES

DEFINITIONS

In this Policy, "**Whistleblowing**" means the disclosure of information which relates to potential or suspected unethical and/or illegal conduct or activity, irregularities, wrongdoing or dangers at work (each of these a potential or suspected "**Wrongdoing**"). This may include:

- a. Breaches of Plan Canada's internal policies and procedures, including (but not limited to):
 - i. our *Code of Conduct*;
 - ii. our *Safeguarding Children and Young People Policy and Procedures*;
 - iii. our *Procurement Policy* and related Procedures;
 - iv. our *Workplace Discrimination, Harassment, Violence and Bullying Prevention Policy and Program*;
 - vi. our *Expense Reimbursement Policy*; and
 - vii our *Information Technology and Communications Policy* and related Security policies;
- b. Criminal offences or breach of civil law or regulations;
- c. Endangerment of the health or safety of any person;
- d. Conduct likely to damage the reputation or financial well-being of any Plan Canada;
- e. The deliberate concealment of any of the above.

A "**Whistleblower**" means a person who raises a genuine concern relating to any potential or suspected Wrongdoing that they reasonably believe to be true.

PURPOSE

This *Whistleblowing Policy and Reporting Procedures* has been established to permit Associates to raise legitimate concerns about any potential or suspected Wrongdoing, without fear of reprisal.

This *Whistleblowing Policy and Reporting Procedures* covers the steps to take when you feel you have identified or observed any potential or suspected Wrongdoing.

Associates are usually the first to be aware of any malpractice, fraud, negligence, or illegality, and must be able to raise legitimate issues in an open and honest way without fear of reprisal.

REPORTING PROCEDURES

1. Suspected breaches of Plan Canada's *Safeguarding Children and Young People Policy and Procedures* should be reported in accordance with Procedure #2 – Reporting a Safeguarding Concern to that Policy. If you have questions regarding Procedure #2, please contact Plan Canada's Safeguarding Focal Point or the Safeguarding Lead for your Department.
2. Suspected violations of Plan Canada's *Workplace Discrimination, Harassment, Violence and Bullying Prevention Policy and Program* should be reported in accordance with the reporting procedures set out in that Policy.
3. Other than as noted in #1 and #2 above, all Associates (other than Board members) who believe, in good faith that they have uncovered or observed evidence that indicates a potential or suspected Wrongdoing, are expected to report it, with the supporting factual evidence to their People Leader or People Liaison, or directly to a member of the Executive Management Team.

4. Other than as noted in #1 and #2 above, Board members who believe, in good faith that they have uncovered or observed evidence that indicates a potential or suspected Wrongdoing, are expected to report it, with the supporting factual evidence to the Chair of the Board.
5. As a supplement to these regular channels, you may report through Safecall, an independent reporting service, which provides a professional, independent and confidential means of reporting your concerns. If you feel unable to report directly to Plan Canada Management, you can contact Safecall at any time by phone, email or internet in your own preferred language. Safecall will pass on your concerns to Global Assurance in International Headquarters who will ensure that they are reviewed and, if appropriate, investigated more fully. Global Assurance reports directly to the International Board and therefore has a degree of independence from Plan Canada's Management. Safecall is independent of Plan Canada and therefore an organization with whom you may raise your concerns and be assured that you will be taken seriously. While we do not encourage anonymous reporting because it makes it harder to investigate allegations, Safecall will guarantee your anonymity if you wish it. All calls are treated with utmost confidentiality by Safecall staff.

ACTION TO BE TAKEN

All concerns raised under this *Whistleblowing Policy and Reporting Procedures* will be dealt with promptly and will be treated seriously and sensitively.

Your concerns will be discussed with you in order to help determine the precise action to be taken. It will be for the individual with whom you have raised the concern to decide whether or not to involve other parties to investigate.

Whenever possible, resolution will be reached and the outcome known within 30 days of raising the concern. You will be informed of the action taken and the outcome.

NO REPRISAL: If you have raised a concern in good faith and an investigation finds the concern to be unfounded, no action will be taken against you for 'whistle blowing'.

Records of Whistleblowing concerns and investigations will be maintained on a strictly confidential basis in accordance with Plan Canada's retention policies and procedures.

Upon request, Plan Canada shall provide a summary report of all reported Whistleblowing concerns and investigations to the Global Hub Director of Global Assurance.

PENALTIES

Anyone who victimizes an Associate for raising a legitimate concern or tries to deter someone from raising a legitimate concern will be subject to disciplinary action.

Anyone who makes false and malicious accusations or who raises concerns for personal gain will also be the subject of disciplinary action.

CONTACT: The contact information of Safecall is:

Telephone: 1-877-599-8073

Report online at: www.safecall.co.uk/report

E-mail: plan@safecall.co.uk

SCHEDULE "E"- PERSONAL INFORMATION ACCESS TERMS AND CONDITIONS

WHEREAS:

- A. Plan Canada has engaged the Service Provider to provide certain services as described in the Agreement (the “**Services**”).
- B. As part of the provision of the Services, and as described in Schedule “A”, Service Provider may be required to access, collect, use and/or disclose certain of Plan Canada’s Personal Information as described therein, and agrees that such access, collection, use or disclosure shall be subject to compliance by the Service Provider with terms of the Agreement, and this Schedule “E”.
- C. The purpose of this Schedule is to ensure that any access by Service Provider to Plan Canada’s Personal Information is made strictly in accordance with the provisions hereof.

A. Access

- 1. Access to Personal Information will be administered by Plan Canada’s Project Manager. The type, scope and timing of any access shall be set out in writing and attached to the Agreement.

B. Service Provider Acknowledgements

- 2. Service Provider acknowledges and agrees that:
 - a. Plan Canada collects certain Personal Information in order to fulfill its mandate;
 - b. in the course of providing services to Plan Canada, Service Provider may have access to and use of certain of Plan Canada’s Personal Information only on behalf of Plan Canada and not on its own behalf or for its own purposes; and
 - c. any violation of any of the requirements set out in this Schedule (the “**Requirements**”) may result in the termination of Service Provider’s access to Personal Information and/or termination of the Agreement.

C. General Obligations

- 3. Service Provider shall not, without the prior written consent of Plan Canada:
 - a. disclose any Personal Information to any affiliated or unaffiliated third party;
 - b. collect, use or disclose more Personal Information than is reasonably necessary to perform its obligations under the Agreement; and
 - c. collect, use or disclose any Personal Information except as set out and permitted in the Agreement or required by law.
- 4. Service Provider shall:
 - a. maintain a detailed inventory and ability to track the records of Personal Information that are used by the Service Provider in delivering the Services;
 - b. retain all records of Plan Canada’ Personal Information in a secure manner and identify the precise methods by which it shall securely retain such records, whether in paper or electronic format;

- c. take all steps that are reasonable in the circumstances to ensure that Personal Information is protected against theft, loss and unauthorized use, disclosure, copying, modification and/or disposal;
- d. take all steps that are reasonable in the circumstance to contain any breach or violation of the terms herein;
- e. ensure that only its employees, agents and permitted subcontractors access Plan Canada's Personal Information on a need-to-know basis in order to perform its obligations under the Agreement;
- f. ensure that each person who has such access (each a "**User**") is familiar with these Requirements, and the requirements set out herein, prior to being given access to Personal Information;
- g. take reasonable steps, through training of Users, signing of confidentiality agreements, and applying appropriate sanctions, to ensure compliance by all Users with these Requirements; and
- h. upon notice from Plan Canada, promptly remedy any security deficiencies or improvements identified or requested by Plan Canada.

Removal, Transfer and Transmission

5. Service Provider shall not remove, transfer or transmit from Plan Canada's offices, or access from outside of Plan Canada's offices, any Personal Information without the prior written approval of Plan Canada. If such approval is given, then all such Personal Information shall be stored at the Service Provider's premises in a secure physical and/or electronic environment. Such environment must meet or exceed then-current industry standards given the sensitive nature of the Personal Information.
6. Any transfer of Personal Information must be conducted in a secure manner in accordance with current industry standards given the sensitive nature of the Personal Information.

Individual Access Request and Complaints

7. If Service Provider receives any requests from individuals for access to their Personal Information or any inquiry or complaint relating to their Personal Information the Service Provider shall forthwith advise such individuals, in such form and on such terms as Plan Canada may from time to time specify, that all such Personal Information is held only on behalf of Plan Canada, and that such request should be directed to Plan Canada.

Violation of Plan Canada's Requirements

8. Service Provider shall immediately advise Plan Canada if it believes that any practice or procedure conducted by it contravenes these Requirements, or if it receives or learns of any complaint or allegation to that effect. Any decision to change any such practice or procedure shall be made by Plan Canada, with the cooperation of the Service Provider, in Plan Canada's sole discretion.
9. Service Provider shall immediately notify Plan Canada's Project Manager in writing in the event of the theft, loss, destruction, unauthorized access, disclosure, copying, use or modification of any Personal Information, and/or breach or suspected breach of any of these Requirements.

Termination, Retention, Return and Disposal of Records

10. In the event of the expiry or termination of this Agreement, or at any time upon the written request of Plan Canada:
- a. Service Provider shall forthwith securely return to Plan Canada or securely dispose of all Personal Information held by it in accordance with the time frame stipulated by Plan Canada, or as otherwise directed by Plan Canada in writing, and shall keep no copies of such Personal Information;
 - b. If Service Provider securely disposes of the records of Personal Information, whether in paper or electronic form, it must permanently destroy such records in such a manner that the reconstruction of the records is not reasonably foreseeable in the circumstances (for example, through irreversible shredding such as “cross-cut” shredding for paper records), and Plan Canada shall be provided with an opportunity to witness such disposal;
 - c. On written request by Plan Canada, Service Provider shall promptly provide to the individual identified by Plan Canada, by means of written request an Officer’s certificate attesting to the completion of the secure return or disposal, in addition to the following information: (i) a description of the records of Personal Information that were disposed; (ii) the date, time and method of disposal; and (iii) the name and signature of the person who performed the secure return or disposal;
 - d. Plan Canada shall terminate each User’s ability to access Plan Canada’s Information; and
 - e. Service Provider shall forthwith securely return all identification cards, access cards and/or keys, as applicable.

Compliance Audit

11. Plan Canada reserves the right to audit compliance with this by the Service Provider and Users with this Schedule and the Service Provider and any Users shall cooperate with any such compliance audits.

SCHEDULE "F"

ACCESS TO PLAN CANADA'S TECHNOLOGY INFRASTRUCTURE TERMS AND CONDITIONS

WHEREAS

- A. Plan Canada has engaged the Service Provider to provide certain services as described in the Agreement (the "**Services**").
- B. As part of the provision of the Services, Service Provider may be required to access Plan Canada's technology infrastructure, including but not limited to: computers, laptops, firewalls, communication networks, workstations, servers, applications, logs and databases, owned, operated and/or maintained by Plan Canada (the "**Technology Infrastructure**") for certain specific purposes as described in the Agreement .
- C. The purpose of this Schedule is to ensure that any access by Service Provider to Plan Canada's Technology Infrastructure is made strictly in accordance with the provisions hereof.

Part A. Access and Use of the Technology Infrastructure

1. General: Service Provider shall limit its access to only those components of the Technology Infrastructure necessary for it to perform the Services. Service Provider shall not access the Technology Infrastructure for any other purpose or attempt to access any element or component of the Technology Infrastructure for any reason whatsoever, without the prior written consent of Plan Canada.
2. Access by Representatives:
 - (a) Service Provider shall only permit access to the Technology Infrastructure to those of its employees, agents and permitted contractors (and their corresponding employees and contractors) (the "**Representatives**") who will be engaged in performing the Services.
 - (b) Service Provider shall provide to Plan Canada an accurate list of all Representatives who will have access to the Technology Infrastructure. The Service Provider will promptly notify Plan Canada in writing of any amendments made to the list of Representatives and the reason for such amendment.
3. Connectivity: Service Provider shall only connect to the Technology Infrastructure through Plan Canada's approved methods of connections.
4. Unauthorized access: Service Provider shall promptly advise Plan Canada of any known or suspected unauthorized access to the Technology Infrastructure made by the Service Provider or its Representatives and shall co-operate fully with Plan Canada in any investigation related thereto including but not limited to providing Plan Canada with copies of all electronic access logs and other documentation. If unauthorized access is suspected, Service Provider will also investigate and report all findings to Plan Canada within 10 days. Service Provider will also use commercially reasonable efforts to report to Plan Canada any material vulnerabilities in the Technology Infrastructure that the Service Provider may encounter during the normal course of its provision of the Services.

5. Generally accepted industry practices: Service Provider will develop, implement, maintain and use appropriate administrative, technical and physical safeguards to preserve the integrity of, and to prevent unauthorized access to, the Technology Infrastructure. Service Provider will document and keep these safeguards current. In all instances, in performing the Services and in accessing the Technology Infrastructure, Service Provider will adopt and adhere to generally accepted industry practices regarding remote access to information technology systems and infrastructure.
6. Denial of access: Access by Service Provider to the Technology Infrastructure may be denied by Plan Canada at any time in its sole discretion and without prior notice to the Service Provider. Service Provider shall be relieved of its obligations under the Agreement to the extent that such denial prevents it from complying with such obligations.

Part B. Physical Access

1. General:
 - (a) Except for emergency situations, in the event that Service Provider requires physical access to Plan Canada's premises in connection with the provision of the Services, Service Provider shall provide Plan Canada with written reasonable notice detailing its request for access by its Representatives to Plan Canada's premises.
 - (b) When attending at Plan Canada premises, Service Provider shall not damage any of Plan Canada's property, and will not disrupt nor interfere with the Technology Infrastructure except as necessary to perform the Services. It shall keep Plan Canada's premises in as tidy a condition as practicable and, upon completion of its attendance, Service Provider shall remove its tools, equipment, surplus materials and debris and shall leave Plan Canada's premises in a clean and safe condition satisfactory to Plan Canada.
 - (c) Service Provider shall make all payments required under the *Workplace Safety and Insurance Act* (Ontario) for its Representatives in respect of their attendance at Plan Canada's premises, and shall indemnify, defend and hold harmless Plan Canada and its officers, directors, employees and agents from any failure to comply therewith.
2. On-site policies: Plan Canada shall inform Service Provider and its Representatives of all applicable rules, policies, procedures and regulations, including but not limited to all security and privacy policies (collectively, the "**Plan Canada Rules**") regarding their behaviour, work performance and conduct, and such rules shall be applicable to Service Provider and its Representatives when on Plan Canada premises. Plan Canada reserves the right, in its sole discretion, to disallow the Service Provider and/or its Representatives admittance to Plan Canada premises where such person or entity fails or refuses to abide by the Plan Canada Rules.

Part C. Change Management Process

1. General: In making any changes, alterations or modifications to the Technology Infrastructure at the system administrator level, in the course of providing the Services to Plan Canada, Service Provider shall adhere to Plan Canada's change management process, then in effect, in respect of any such change, alteration or modification. Any upgrades, alterations or improvements to the Technology Infrastructure made by the Service Provider as part of providing the Services which might reasonably be expected to materially impact upon the security and integrity of the Technology Infrastructure, must be compatible with the Technology Infrastructure. Service Provider shall give Plan Canada 30 days prior written notice detailing any upgrades, alterations or

improvements proposed to be made to the Technology Infrastructure which are likely to disrupt or interfere with, or require any upgrade, alteration or improvement to the Technology Infrastructure at the system administrator level. Within such 30-day notice period, Plan Canada shall advise the Service Provider in writing, whether it expects that the proposed upgrade, alteration or improvement to the Technology Infrastructure will result in disruption to or interference with, or require any upgrade, alteration or improvement to the Technology Infrastructure. In the event that Plan Canada advises the Service Provider that it will result in such disruption or interference, the Service Provider shall have the option to proceed with the proposed upgrade, alteration or improvement to the Technology Infrastructure, provided that Plan Canada agrees to:

- (a) reimburse the Service Provider for all costs associated with the Service Provider removing such disruption or interference or implementing the requisite upgrade, alteration or improvement to the Technology Infrastructure; or
- (b) remove such disruption or interference or implement the requisite upgrade, alteration or improvement to the Technology Infrastructure at Plan Canada's own costs.

Part D. Audit Rights

1. Plan Canada may, during normal business hours and at any time during Term and with 5 days prior written notice, request and gain access to the Service Provider's premises, for the purpose of conducting an audit to:
 - (a) determine and verify that the Service Provider is in compliance with these terms and conditions; or
 - (b) examine the measures taken by the Service Provider to safeguard the Technology Infrastructure.

Service Provider will promptly grant such access and co-operate with Plan Canada in the audit. The audit will be restricted in scope, manner and duration to that which is reasonably necessary to achieve the purpose described herein and so as to not disrupt Service Provider's operations.

Part E. Use Monitoring

1. Service Provider hereby acknowledges and agrees that:
 - (a) the Technology Infrastructure has been provisioned to facilitate the conduct of Plan Canada business;
 - (b) for security, performance, maintenance and compliance purposes, the use of the Technology Infrastructure, and Plan Canada's systems, data, and network traffic may be monitored at any time and from time to time, in accordance with Plan Canada's documented practices;
 - (c) where there is reasonable suspicion that any of the Technology Infrastructure is used in connection with the commission of: (i) an illegal act; or (ii) an act in breach of Plan Canada's policies, standards, procedures or guidelines, Plan Canada may search and seize any such Technology Infrastructure; and

- (d) no information, data or other materials stored on the Technology Infrastructure is private; such information, data and other materials are subject to access by Plan Canada as set out in the foregoing provisions.
2. In addition, Service Provider shall cause its employees, agents and contractors with access to the Technology Infrastructure to acknowledge and agree to the foregoing provisions in writing.