REQUEST FOR PROPOSALS
For Coalitions Linking Action and Science for Prevention (CLASP) Funding Agreements

RFP No. PP2009-01

ISSUE DATE:       June 1, 2009
DEADLINE FOR APPLICANT INQUIRIES:  June 26, 2009
DEADLINE FOR ISSUING ADDENDA:   July 3, 2009
PROPOSAL SUBMISSION DEADLINE:   July 17, 2009

APPLICANT INQUIRIES only by email to:  rfp@partnershipagainstcancer.ca

** Please note all applicants should reference this RFP number (RFP No PP2009-01) in the subject line of their correspondence.
DISCLAIMER

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Language of the RFP

This Request for Proposals has been prepared in both official languages of Canada. If there is a discrepancy between the English and French versions, the English version shall prevail.
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1.0 INTRODUCTION

1.1 Invitation to Applicants

This Request for Proposals ("RFP") is an invitation to applicants (the “Applicants”) to submit proposals (the “Proposals”) for the initiatives briefly described in Section 2.0, and set out in Schedule B (the “Form of Offer”). This RFP is issued by the Canadian Partnership Against Cancer (the “Partnership”), a not-for-profit corporation funded by Health Canada.

1.2 Agreement for Goals and Objectives

The selected Applicant will be required to enter into an agreement with the Partnership for the meeting the goals and objectives (the “Agreement”) and the Agreement shall include the terms and conditions set out in Schedule A to this RFP unless modified by mutual agreement between the parties. It is the Partnership’s intention to enter into an Agreement with only one (1) legal entity per funded coalition. The term of the Agreement is to be for a period of no more than 2½ years. It is anticipated that the Agreement will be executed on or around October 16, 2009.

An Applicant who wishes to vary the terms and conditions set out in Schedule A should set these proposed changes out clearly in the proposal and such proposed changes will be considered in conjunction with the evaluation of the proposal.

2.0 Goals and Objectives

2.1 Background

The Canadian Partnership Against Cancer is an independent organization funded by the federal government to accelerate action on cancer control for all Canadians.

Our mission is to bring together cancer experts, charitable organizations, governments, patients and survivors to bring change to the cancer control domain. We work together to stimulate generation of new knowledge and accelerate the implementation of existing knowledge about cancer control across Canada.

Our vision is to achieve improvements in cancer control in Canada by being a catalyst for a coordinated approach that will reduce the expected number of cancer cases, enhance the quality of life of those affected by cancer, lessen the likelihood of Canadians dying from cancer, and increase the efficiency of cancer control domain.

The objectives of the Partnership’s strategy are to:
- Reduce gaps in knowledge to enhance cancer control
- Facilitate and accelerate implementation of best available knowledge
• Optimize quality and access
• Improve the cancer experience for Canadians

The Partnership’s strategy builds on the Canadian Strategy for Cancer Control – a plan built by more than 700 cancer groups, experts, patients and survivors.

Further information about the Partnership and the Canadian Strategy for Cancer Control – the original strategy that led to the funding of the Partnership - may be found on the website http://www.partnershipagainstcancer.ca

CLASP has been designed to support the overall Partnership objectives by adding value to existing cancer and related chronic disease prevention efforts by: 1) linking such efforts across two or more Provinces/Territories, 2) building partnerships among researchers, practitioners, and policy specialists, and 3) integrating the lessons learned from science with the lessons learned from practice and policy to broaden the reach and deepen the impact of evidence-based cancer and chronic disease prevention initiatives across Canada.

2.2 CLASP Scope and Objectives

The purpose of Coalitions Linking Action and Science for Prevention (CLASP) is to link the lessons learned from science (Knowledge to Action) with the lessons learned from practice and policy (Action to Knowledge). In doing so, it will broaden the reach and deepen the impact of existing cancer and other chronic disease prevention initiatives in Canada across Canada, and will expand their impact through the integration of this Action into Knowledge. For more information about cancer and other chronic disease prevention initiatives across Canada applicants are encouraged to review the program and policy environmental scans posted by the Partnership’s Primary Prevention Action Group on the CLASP cooperative workspace. For information about how to access the CLASP cooperative workspace, e-mail primary.prevention@partnershipagainstcancer.ca.

Consistent with the Partnership’s core support for comparative evaluations of existing cancer prevention and control efforts and sharing knowledge gained from these evaluations across Provinces, Territories, and jurisdictions, in planning for CLASP the Partnership 1) gathered information about existing cancer and chronic disease prevention activities in Canada; and 2) engaged in a wide range of pan-Canadian consultations to explore new chronic disease prevention partnership opportunities across risk factors, disciplines and jurisdictions. Through this RFP the Partnership will provide funding to support novel chronic disease prevention partnership proposals across two or more Provinces/Territories; engaging research, practice and policy partners, and evaluating the impact of these collaborative efforts.

For the purposes of CLASP the definitions of researchers, practitioners, and policy specialists are as follows:
• Researchers – Individuals with an advanced degree (e.g., masters or doctorate) who have actively participated in and contributed to the research enterprise as evidenced by peer-reviewed research grants and/or publications. Researchers who have such a demonstrated research background may or may not be affiliated with an academic institution and could serve in an NGO, government, or other organizations with research as part of their mission. To find research partners in Canada, applicants are encouraged to review Step 2 of the Partnership’s Cancer Control P.L.A.N.E.T. Canada web portal (http://cancercontrolplanet.ca/)

• Practitioners – Individuals in the public health or clinical practice communities who manage and/or provide direct public health or clinical services to populations and/or individuals. Practitioners in the funding agreement applications could represent NGOs, government, or other organizations with demonstrated knowledge and skill in the topic under consideration for the funding agreement application.

• Policy Specialists – Individuals who work on making or influencing policy decisions in or outside of government (e.g., an NGO). Policy can include legislative or executive decisions that work through taxation, regulation, and related policy instruments that impact populations.

Partnership funding for CLASPs will fund the DIET funding framework: Dissemination of evidence-based policies and practices; Implementation of evidence-based programs, practices and policies that add value to existing chronic disease and/or cancer prevention initiatives; Evaluation of the value added and sustainability of the CLASP initiatives; and Translation of the CLASP initiatives across jurisdictions (federal, provincial, territorial, regional, municipal) and sectors (academic, public, NGO, and private).

• Dissemination involves a targeted approach to specific audiences including activities such as developing materials, tool kits, publications, workshops, websites, interactive on-line information exchange and education, as well as coordinating networks and information exchange.

• Implementation is the use of strategies to adopt and integrate evidence-based health interventions and change policies and practice patterns within specific settings; implementation will only be partially funded by the Partnership as CLASP funding must add value to existing initiatives. Applicants must make clear how in-kind contributions or
other cost-sharing strategies insure that implementation, if effective, will be sustained after CLASP funding ends March 31, 2012.

- Evaluation metrics should focus on process, outcome, and sustainability of the CLASP coalition initiative over time. Process measures should include how the coalition evolves from networking and coordination to cooperation and collaboration, including increased sharing of existing resources, as well as tracking implementation (e.g., fidelity of implementation versus adaptation to local contexts). Use of existing data as well primary data collection (e.g., surveys, interviews, and other primary data collection) activities focused on the evaluation of the CLASP initiative are appropriate to be included.

- Translation in the DIET funding framework refers to knowledge translation and exchange across jurisdictional and sector contexts that make up the CLASP partnership initiative.

DIET is an acronym for the components of a proposal that the Partnership is willing to financially support, as described above, but does not imply any required order of activities. The Partnership is unable to provide any financial support for advocacy activities. The CLASP coalition may involve partners who are able to advocate for practice and/or policy change as part of the proposed initiative, as long as they do not receive any Partnership funding through CLASP for such activities.

For additional resources about cancer prevention policies and practices in Canada applicants are encouraged to review the environmental scans available on the CLASP cooperative workspace. For information about how to access the CLASP cooperative workspace, e-mail primary.prevention@partnershipagainstcancer.ca.. For evidence-based practices and policies for chronic disease and/or cancer prevention, applicants are encouraged to review the resources on the Public Health Agency of Canada’s Best Practices Portal (http://cbpp-pcppcpe.phac-aspc.gc.ca/index-eng.html) and the Partnership’s Cancer Control P.L.A.N.E.T. of Canada portal (http://cancercontrolplanet.ca/) (see Steps 3 and 4) available on the Partnership’s Cancer View Canada portal. Of special interest on Step 4 of the Partnership’s P.L.A.N.E.T. portal to some applicants, may be the tool Using What Works, developed by the National Cancer Institute in the U.S. to help the practice community adapt evidence-based interventions for implementation in different contexts. Finally, to find publications on research about the dissemination and implementation of potentially relevant evidence-based intervention practices and policies applicants may wish to visit the following web link: http://cancercontrol.cancer.gov/d4d/info_biblio.html.

Proposals that may be judged more highly in peer review by the external adjudication panel will be those that are able to clearly articulate achievable process, outcome, sustainability milestones within the 2½ year CLASP funding agreement period.
• Process: Coalitions that move beyond networking, communication, and coordination towards collaboration
• Outcomes (including intermediate markers of change likely to be observed and measurable in the 2½ year funding period of CLASP):
  – Positive changes in risk factor behaviours, social/environmental risk factors; for example,
    • Tobacco, nutrition, physical activity, sun safety
    • Reductions in environmental and occupational exposures;
      Improvements in built environments
  – increased adoption of evidence-based public health and clinical practices and policies
• Sustainability: Coalitions that will be able to continue to collaborate (e.g., share risks, responsibilities, and rewards) on comprehensive prevention initiatives when CLASP funding ends.

Applicants should note that in addition to the application-specific evaluation frameworks they propose to measure processes, outcomes, and sustainability, the Partnership reserves the right to ask for the collection of a modest number of additional metrics across all CLASPs funded to insure a more comprehensive evaluation of the overall CLASP initiative. These will be worked out collectively and in partnership with the funded CLASPS through the semi-annual knowledge exchange meetings that will also be supported by the Partnership, in addition to the CLASP funding agreements.

A comprehensive strategy to chronic disease and/or cancer prevention assumes that through multi-sector (government, NGOs, academia, and the private sector) and multi-jurisdictional approaches, working together will be more effective than each organization, sector, or jurisdiction working on its own. Working together means that we share each others skills, knowledge, and resources to more quickly and effectively reach our cancer and chronic disease prevention goals and objectives. This is what the Partnership’s funding commitment for CLASP is intended to foster across Canada.

3.0 CONTENT OF PROPOSAL

The Applicant shall prepare its Proposal in accordance with the following outline of contents.

3.1 Mandatory Requirements

The Proposal shall include:

a) an Executive Summary of the overall proposal (no more than one page);
b) Specific Aims to be accomplished in the 2½ year funding period (approximately one page)

c) Background and Significance (public health and/or clinical) of the coalition activities and the value added by CLASP funding to the existing activities of the members of the coalition (approximately three pages)

d) references to the baseline activities successfully completed by the members of the coalition within the last three years to which the CLASP initiative is adding value (approximately four pages);

e) a description of the proposed approach, work plan (including a time schedule with process, outcome and sustainability milestones) (approximately 10 pages);

f) a description of the proposed project team structure, key roles and reporting relationships (approximately two pages);

g) name and biosketch of the qualifications and experience for the candidates proposed for each key role (Schedule D; no more than two pages per candidate);

h) Letters of Agreement or Memoranda of Understanding between the lead organization or agency of the proposed CLASP and each of the partner organizations and agencies in the coalition (one letter or memorandum per partner organization or agency specifying roles, responsibilities, baseline resource contribution to CLASP activities, and amount of Partnership resources being allocated for what value added activities) (no page limits but must include written commitments from organizations or agencies representing two or more provinces/territories).

i) unit and total prices for direct and indirect expenses in a completed Financial Reporting Form (Schedule C);

j) any proposed changes to the Agreement terms and conditions (Schedule A); and

k) a completed and signed form of offer by an individual with the appropriate authority to commit the Initiative Lead organization/agency to the specific requirements of the funding agreement with the Partnership (Schedule B).

Failure to include any required components of the Proposal as listed above may result in disqualification of the Proposal (see Section 4.1). In addition, any pages in excess of a total 20 page limitation specified for sections b-f will be removed from the application prior to being sent out for peer review by the Adjudication Panel.

3.2 Pricing and Timing

Please submit the price for completion of this CLASP initiative (both direct and indirect expenses). The Applicant should provide **a firm maximum ceiling price** for the initiative, which cannot exceed $2.5 million dollars for the entire funding period.
and a proposed payment schedule. Pricing (Schedule C) must be submitted in a separate sealed package or separate electronic file from the rest of the Proposal (see Section 5.4).

4.0 EVALUATION PROCESS AND CRITERIA

Proposals will be reviewed and evaluated by an adjudication panel of peer reviewers made up of external advisors to the Partnership representing expertise in research, practice, and policy focused on health promotion and chronic disease prevention (the “Adjudication Panel”).

4.1 Mandatory Criteria

First, the Partnership will evaluate Proposals for compliance with the following Mandatory Criteria:

- A complete written Proposal in accordance with this RFP including its Schedules and, in particular, Section 3.1 above.
- A coalition partnership between organizations/agencies carrying out activities that are focused on or reasonably related to health promotion and chronic disease and/or cancer prevention activities within and across two or more Provinces/Territories.
- A CLASP team made up of research, practice (public health and/or clinical), and policy expertise (all three types of expertise are required in the team overall but not necessarily from each Province/Territory).
- An Annual budget that does not exceed a $1M total cost ceiling in any individual fiscal year (Note: Funding will begin on or about October 2009 and will be provided to the successful applicants in advance for a 6 month funding period, so that the first funding period (October 2009 – March 2010) may not exceed $500,000 total costs).

While no definitive funding floor is specified in the RFP, applicants are strongly encouraged to consider how broad a reach and deep an impact may be achieved within the 2½ year funding agreement time frame given the budget proposed to the Partnership in the CLASP funding agreement application.

Any Proposal that does not meet the Mandatory Criteria will be disqualified and will not be further evaluated.
4.2 **Rating Criteria**

Next, the Adjudication Panel will evaluate and score Proposals based on the following rating criteria:

<table>
<thead>
<tr>
<th>Evaluation Criteria for CLASP applications</th>
<th>Review Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Health and/or Clinical Prevention Significance of the proposed CLASP initiative</td>
<td>≤15</td>
</tr>
<tr>
<td>The extent to which the CLASP builds on (adds value to the) baseline coalition member chronic disease and/or cancer prevention activities with expanded evidenced-based initiatives across Provinces/Territories</td>
<td>≤15</td>
</tr>
<tr>
<td>Quality of the proposed approach and work plan (adequacy of project team structure, feasibility and likelihood of the impact of Dissemination, implementation, Evaluation, and Translation, partner engagement, reporting and controls, likelihood of meeting initiative milestones)</td>
<td>≤40</td>
</tr>
<tr>
<td>Qualifications and experience of key research, practice, and policy members of the proposed coalition team</td>
<td>≤15</td>
</tr>
<tr>
<td>The extent to which the coalition demonstrates evidence of the sustainability of the new initiatives funded by the Partnership when CLASP funding ends</td>
<td>≤15</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>100</td>
</tr>
</tbody>
</table>

**Extra Credit Review Weights**

<table>
<thead>
<tr>
<th>Extra Credit Review Weights</th>
<th>Review Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLASP targets vulnerable populations to help reduce health disparities</td>
<td>≤10</td>
</tr>
<tr>
<td>CLASP integrates cancer prevention with other chronic disease prevention priorities and/or addresses two or more risk factors for cancer and other chronic diseases</td>
<td>≤10</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>120</td>
</tr>
</tbody>
</table>

### 4.3 Stages of the Proposal Evaluation

The Partnership will conduct the evaluation of Proposals in the following three (3) stages:
Stage I

Stage I will consist of a program review to determine which Proposals comply with all of the mandatory requirements. Proposals, which do not comply with all of the mandatory requirements, may, subject to the express and implied rights of the Partnership, be disqualified and not evaluated further.

Stage II

Stage II will consist of a scoring of each application by the Adjudication Panel of each qualified Proposal on the basis of the rating criteria. External reviewers on the Panel will be asked to identify those proposals in the lower half of their distribution of their evaluation ratings. Depending on the number of qualified proposals to be discussed by the Panel in its review meeting, proposals where all assigned reviewers ratings place them lower half of the ratings distribution and thus agree they need not be discussed in the Panel meeting will not be discussed unless any member of the Panel objects. If there is any objection to not discussing a specific proposal, then that proposal will be discussed by the full panel. Whether discussed in the Panel meeting or not, all applicants will receive written reviews from the research, practice, and policy reviewers assigned to their proposal.

Stage III

Upon completion of Stage II for all Proposals, the program staff will review the proposals in the upper half of the distribution of Panel ratings to examine the diversity in the proposals with respect to their cancer and other chronic disease prevention focus, geographical distribution, and other programmatic concerns in addition to the peer review ratings.

Proposals with the lowest total costs will not necessarily be selected. Total costs will be included, in part, in the final selection process by the Partnership program staff, particularly with respect to the extent to which the resources requested from the Partnership are gradually reduced over the funding agreement period to insure sustainability after Partnership funding ends.

There must also be a full and complete description of the milestones to be achieved and the extent to which Partnership funds are adding value to existing chronic disease and/or cancer prevention efforts, demonstrated through the Proposal as presented.

It is the intention of the Partnership to enter into Funding Agreements with those Applicants providing the best value added to existing chronic disease and/or cancer prevention initiatives as identified through the external peer review and the internal program application evaluation processes.
If no applicants demonstrate a sufficiently high rating in the peer review process, the Partnership may, without liability cost or penalty, cancel this RFP or choose not to award an Agreement to any of the Applicants.

5.0 TERMS AND CONDITIONS OF THE RFP PROCESS

5.1 RFP Timetable and Process

The following is the schedule for this RFP:

• Issue Date of RFP                June 1, 2009
• Deadline for Applicant Inquiries  June 26, 2009
• Deadline for Issuing Addenda     July 3, 2009
• Proposal Submission Deadline    July 17, 2009

The Partnership may amend the schedule for this RFP in its sole discretion at any time prior to the Proposal Submission Deadline.

This is an open tender and the RFP will be made available to all interested applicants by posting it on both the Partnership and MERX Web sites.

5.2 All New Information to Applicants by way of Addenda

This RFP may be amended only by a written addendum (an “Addendum”) in accordance with this section. If the Partnership, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all applicants by Addenda made available to all applicants in the same way as the original RFP. Each Addendum shall form an integral part of this RFP. Any amendments or supplements to this RFP made in any other manner shall not be binding. **It is the sole responsibility of the Applicant to ensure that it has received all Addenda pertaining to this RFP.** The Partnership will not take any responsibility for losses, misunderstandings, errors or omissions from the Applicant not having received or reviewed any and all Addenda.

5.3 Inquiries

Applicants should forward all inquiries and other communications via email only to:

rfp@partnershipagainstcancer.ca

All inquiries must be made via email to the email address above and inquiries submitted in any other way will not be accepted or answered. Applicants acknowledge that all inquiries received from Applicants and corresponding responses
provided by the Partnership will be disclosed to all Applicants by way of an Addendum.

All inquiries and communications must be received prior to the Deadline for Applicant Inquiries set out in Section 5.1.

5.4 Proposal Submission

Applicants must submit their Proposals in two separate parts. One part will contain the price portion of the Proposal using the Budget Forms in Schedule C. The other part of will contain the rest of the Proposal. Each part must be submitted in separate sealed package or electronic file in accordance with the instructions in this section.

Applicants must submit one printed hard copy of the Proposal with original signatures, packaged in a sealed envelope and labelled with the Applicant’s name and address, delivered to the address below before the Proposal Submission Deadline set out in Section 5.1:

Canadian Partnership Against Cancer Corporation
1 University Ave, Suite 300
Toronto, ON M5J 2P1
Attention: Wendy Sullivan

Applicants also must submit one electronic copy in Microsoft Word or Adobe Reader format, sent by email to the email address shown below before the Proposal Submission Deadline.

Email: rfp@partnershipagainstcancer.ca

Proposals submitted in any other manner will not be accepted.

In the event of conflict or inconsistency between the hard copy and the electronic copy of the Proposal, the hard copy of the Proposal shall prevail. Both the hard copy and electronic copy must be submitted before the Proposal Submission Deadline. Failure to deliver either the hard or electronic copy to the Partnership before the Proposal Submission Deadline will result in disqualification. It is the sole responsibility of the Applicant to ensure the hard copy and the electronic copy are received by the Partnership before the Proposal Submission Deadline.

5.5 Ownership of Proposals

All information obtained by the Partnership from applicants in connection with this RFP will remain with the Partnership and be retained for internal purposes. Information provided by Applicants in response to this RFP may be disclosed by the Partnership if permitted or required by law.
5.6 **Governing Law of RFP Process**

The RFP process shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

5.7 **Applicants to Follow Instructions**

Applicants should structure their Proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a Proposal should reference the applicable section numbers of this RFP where that request was made. Applicants responding to the RFP must provide additional information related to contacts and their corporate identity and status.

- The Applicants *must* submit a signed Form of Offer in the form of Schedule B with its Proposal.

- The Applicant must identify a single point of contact through which all communications from the Partnership will be channeled.

- Corporate information and signing authority: The legal status (incorporation, partnership, etc.) and registered legal name of the Applicant must be clearly identified in the Proposal, along with the name, title and telephone number of the individual who will be the Applicant’s signing authority for the Agreement.

5.8 **Applicants Shall Bear Their Own Costs**

The Applicant shall bear all of its own costs associated with or incurred in the preparation, presentation and submission of its Proposal including, if applicable, costs incurred for interviews, site visits or demonstrations.

5.9 **Communication after Issuance of RFP**

Applicants shall promptly examine all of the documents comprising this RFP and shall report any errors, omissions or ambiguities, and may direct questions or seek additional information by email to the email address set out in Section 5.1 before the Deadline for Applicant Inquiries set out in Section 5.1. No such communications are to be directed to the Partnership in any other manner. It is the responsibility of the Applicant to seek clarification from the Partnership on any matter it considers to be unclear. The Partnership is under no obligation to provide additional information but may do so at its sole discretion.

5.10 **Partnership May Seek Clarification and Incorporate Response into Proposal**

The Partnership reserves the right to seek clarification and supplementary information from Applicants after the Proposal Submission Deadline. The response
received by the Partnership from an Applicant shall, if accepted by the Partnership, form an integral part of that Applicant's Proposal. The Partnership reserves the right to interview any or all Applicants to obtain information about or clarification of their Proposals. If the Partnership receives information at any stage of the evaluation process which results in earlier information provided by the Applicant being deemed by the Partnership to be inaccurate, incomplete, faulty or misleading, the Partnership reserves the right to revisit the Applicant’s compliance with the mandatory requirements and/or adjust the scoring of the responses to the rated requirements.

5.11 **RFP Incorporated into Proposal**

All of the provisions of this RFP and its schedules are deemed to be accepted by each Applicant and incorporated into each Applicant's Proposal.

5.12 **Confidential Information of Partnership**

All information received by the Applicant provided by or obtained from the Partnership in any form in connection with this RFP either before or after the issuance of this RFP:

- is the sole property of the Partnership and must be treated as confidential;
- is not to be used for any purpose other than replying to this RFP and the performance of any subsequent Agreement; and
- shall be returned by the Applicant to the Partnership immediately upon the request of the Partnership.

5.13 **Disqualification**

The Partnership may disqualify a Proposal on grounds of faulty submission, improper conduct or provision of inaccurate or misleading information by the Applicant.

5.14 **Reserved Rights**

The Partnership, without liability, cost or penalty reserves the right to:

- reject any or all Proposals in its absolute discretion;
- issue a new RFP in connection with the application requirements similar to or identical to the application requirements described in this RFP;
- make public the names of any or all Applicants;
- verify with any third party any information set out in a Proposal;
- check reference materials other than those provided by any Applicant;
- disqualify any Proposal that contains misrepresentations or any other inaccurate or misleading information;
- make changes, including substantial changes, to this RFP provided that those changes are issued by way of Addenda in the manner set out in this RFP;
• accept any Proposal in whole or in part;
• accept Proposals from more than one Applicant;
• cancel this RFP process at any stage and/or issue a new RFP for the same or similar services or deliverables;
• adjust the scoring of or reject a Applicant’s Proposal on the basis of:
  (i) the information provided by a Applicant pursuant to the Partnership exercising its clarification rights under this RFP process; or
  (ii) other relevant information that arises during this RFP process; or
• waive formalities and accept Proposals that substantially comply with the requirements of this RFP.

5.15 Execution of the Agreement

In addition to all of the Partnership’s other remedies, if a selected Applicant fails to execute the Agreement or satisfy any other applicable conditions within fifteen (15) days after notice of selection, the Partnership may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that Applicant and proceed with the selection of another Applicant.
SCHEDULE A - Terms and Conditions of the Agreement

Background:
The funding for the project in this agreement (the “Agreement”) provided by the Canadian Partnership Against Cancer Corporation (the “Partnership”) is obtained pursuant to a funding agreement (the “Health Canada Funding Agreement”) between the Partnership and Her Majesty the Queen in Right of Canada as represented by the Minister of Health (the “Minister”);

The Health Canada Funding Agreement requires the Partnership to provide certain minimum terms and conditions in agreements.

The recipient of the funding in the Agreement (the “Funding Recipient”) acknowledges the source of the funding and recognizes the need to ensure that there is a high level of accountability and transparency in the receipt and expenditure of the funding. The Funding Recipient also recognizes that such accountability and transparency will be facilitated by having an individual (the “Initiative Lead”) designated to have personal responsibility for the performance under the Agreement.

The parties in the Agreement agree that the following terms and conditions are included in the Agreement in addition to any other terms of the Agreement:

1. Conflict and Priority
   Any provision in the Agreement other than these additional terms and conditions that is in conflict with any provision in these additional terms and conditions shall take precedence unless there is a specific statement in the Agreement to the contrary.

2. Minimum Information in the Agreement
   The Agreement shall include the following minimum information:
   a) an identification of the purpose of the Funding Recipient;
   b) an identification of an individual engaged by the Funding Recipient who will supervise the project (the “Initiative Lead”);
   c) a description of the project funded including a budget and a description of the costs;
   d) the effective date, the date of signing and the term of the Agreement;
   e) financial and non-financial conditions for the continuation of funding and the consequences of failing to adhere to the conditions;
   f) conditions that must be met before payment is made and the schedule and basis of payment; and
   g) the maximum amount payable.

In the event that at any time it is discovered that the Agreement does not contain all or any part of the minimum information required, the parties shall use their best
efforts in good faith to amend the Agreement to include the information that is missing.

3. **Conduct of Evaluation**
Where applicable, the Funding Recipient, the Initiative Lead and any other person conducting evaluation in whole or in part funded by this Agreement, where the evaluation involves exposing individuals to the chance of receiving one intervention approach or another (e.g., random assignment to condition) or to primary data collection from individuals where anonymity or confidentiality may be reasonably expected, shall conduct their evaluation in compliance with all applicable laws, regulations, policies and directives related to research including:

- Tri-Council Policy Statement: *Integrity in Research and Scholarship*;
- Tri-Council Policy Statement: *Ethical Conduct for Research Involving Humans*
- Any conflict of interest policies that may apply including any conflict of interest policies adopted by the Partnership provided that if there is any conflict among policies, the policy containing the most stringent provisions shall apply.
- Any other document advised by the Partnership that would reasonably apply. Web addresses for all of the foregoing policies can be obtained from the Partnership.

4. **Commitment to Knowledge translation**
The Parties are committed to the ethical application of the results of the activities funded under this agreement to improve human health, to develop improved health products and services and strengthen Canada’s public health and health care system. The Parties shall encourage those funded under this agreement to ensure engagement and dissemination of information to different users of knowledge (for example, the public, health care practitioners, the media, researchers, policy makers, etc.) using language, formats and media appropriate to each user group. The Parties are committed to knowledge translation and agree to include knowledge translation considerations in the fulfillment of this agreement. Also all those funded under this agreement agree to participate in semi-annual knowledge exchange meetings that will be organized and supported by the Partnership.

5. **CLASP Progress Reports**
The Funding Recipient shall provide the Partnership a progress report prepared by the Initiative Lead on the work under the Agreement no less frequently than every six months (such report to be delivered on or before March 1 and September 1 for work performed since the last such report) and at the termination of the Agreement (such report to be delivered no later than 60 days following the termination). At a minimum, a progress report shall include a listing of milestones as originally proposed in the Agreement, work achieved against those milestones, and a plan for dealing with any required alterations to the milestones.
6. Changes to the CLASP Initiative

If, on the basis of progress reports provided to the Partnership or for any other reason, the Partnership and the Initiative Lead decide that modifications to the Initiative or modifications to line items within the budget are needed, the appropriate changes may be made by a written addendum signed by each of the administrative contact for the Partnership and the Initiative Lead provided that no increase shall be made to the total amount of funding provided hereunder and further provided that no other term of the Agreement may be altered in this fashion. The Initiative Lead shall inform the Funding Recipient of any such changes as may be required in accordance with the Funding Recipient’s policies.

7. Payments

a) Provided that the Funding Recipient is in compliance with all conditions provided herein or in the Agreement, the Partnership shall make payments to the Funding Recipient in the amounts and at the times specified in the Agreement.

b) No payment shall be made at any time that the Funding Recipient is in default of any provision of the Agreement including, without limitation, the requirement to provide any report or to keep adequate records and provided that the Funding Recipient has been provided written notice of such default and given twenty business days to remedy such default.

c) In the event that the Partnership determines that the amount of funding that has been provided by the Partnership to the Funding Recipient is in excess of the reasonable cash flow requirements as required by the Agreement, the Partnership may, after consultation with the Funding Recipient, reduce the payments accordingly.

d) The obligation of the Partnership to provide payments under the Agreement is conditional on the Partnership receiving its funding under the Health Canada Funding Agreement. If possible, the Partnership shall provide the Funding Recipient with advance written notice that the funding under the Health Canada Funding Agreement is to be terminated.

8. Financial Records and Reporting

a) All expenditures to be made by the Funding Recipient in support of the Agreement shall only be made for eligible expenses, as hereinafter defined, properly authorized in writing by the Initiative Lead and in accordance with any policies established in that regard by the Funding Recipient and the Partnership.

b) Eligible expenses shall be those expenses which contribute directly and essentially to the achievement of the objectives under the Agreement. Expenses must be incurred effectively and economically and are limited to those items described in the Agreement. Eligible expenses shall not include any expenses that would be considered by the Canadian Institutes of Health Research under the Tri-Agency Financial Administration Guide (see: http://www.nserc.ca/professors_e.asp?nav=profnov&lb= toc_fin) as published from time-to-time to be a ‘Non-eligible expense’ provided that indirect or overhead costs in accordance with the Partnership’s Indirect Costs Policy or otherwise
agreed to as documented in the agreement and clearly identified in Schedule C (Budget) hereof shall be considered eligible costs.

c) Where the eligible expenses include the cost of lease payments in respect of a lease of land or a building, or both, the Funding Recipient shall provide the Partnership a notarized copy of any formal written lease prior to payment and in the absence of a formal written lease, a written statement from the Funding Recipient detailing the terms and conditions governing its lease.

d) The Funding Recipient shall keep proper accounts and records of the cost to the Partnership of the work under the Agreement and of all expenditures or commitments made by the Funding Recipient in connection therewith, and shall keep all invoices, receipts and vouchers relating thereto. The Funding Recipient shall not, without the prior written consent of the Partnership, dispose of any such accounts, records, invoices, receipts or vouchers until the expiration of 6 years after final payment under the Agreement, or until the settlement of all outstanding claims and disputes, whichever is later.

e) All accounts and records as well as any invoices, receipts and vouchers shall at all times during the retention period referred to in d) be open to audit, inspection and examination by the authorized representatives of the Partnership, the Minister or the Auditor General of Canada who may make copies and take extracts thereof. The Funding Recipient shall provide all facilities for such audits and inspections and shall furnish all such information as the representatives of Partnership, the Minister or the Auditor General of Canada may from time to time require with respect to such accounts, records, invoices, receipts and vouchers.

9. Financial Progress Reports
a) The Funding Recipient shall provide the Partnership a financial progress report on the work under the Agreement no less frequently than every six months for the period ending March 1 and September 1 of each year. As provided in the Agreement, the form and substance of the financial progress report shall be in a form similar to the budget report forms for the funding agreement application (Schedule C).

10. Financial Reconciliations and Refunds
a) As may be reasonably requested by the Partnership, the Funding Recipient shall provide the Partnership with reconciliations and forecasts of the payments received and to be received and the expenditures made and to be made under the Agreement.

b) In the event that the Partnership determines from any financial report, reconciliation or forecast that the amount of funding that has been provided by the Partnership to the Funding Recipient is in excess of its reasonable cash flow requirements, the Partnership may, after consultation with the Funding Recipient, require the Funding Recipient to refund any excess amount specified by the Partnership provided that the Funding Recipient shall always be entitled to retain an amount at least equal to the aggregate of its financial commitments under the Agreement.
11. Intellectual Property

a) Intellectual property arising under the Agreement shall be owned in accordance with the policies of the Funding Recipient.

b) The owner of the intellectual property arising under the Agreement shall provide the following nonexclusive, royalty-free, non-assignable licences to the intellectual property:
   i. As required by the Health Canada Funding Agreement, to Health Canada for any use; and

c) The owner of the intellectual property arising under the Agreement shall manage that intellectual property in accordance with the following. The owner shall:
   i. determine what intellectual property protection in its sole discretion may be required in the specific circumstances;
   ii. put any required intellectual property protection into place in its sole discretion and at its sole cost;
   iii. determine the licensing or other disposition of intellectual property that may be required to ensure that the said intellectual property can be used in an effective manner for the treatment of patients or in such other manner as is reasonable in the circumstances; and
   iv. take such other actions that it considers advisable to ensure as broad a use of the said intellectual property as possible taking into account:
      1. any economic development opportunities emphasizing the benefit that may accrue within Canada;
      2. the potential to reduce health care costs in Canada;
      3. the possibility of better health care outcomes; and
      4. the dissemination of the resulting knowledge to health care professionals in a manner where such knowledge will be adopted in practice.

d) The owner of the intellectual property arising under the Agreement shall provide the Partnership on written request an annual report on that intellectual property containing such information that the Partnership may reasonably require. Other than this report, the owners shall have no obligation to share any revenues or other proceeds with the Partnership.

e) Because the parties are committed to knowledge translation as provided in section 4 hereof, in any specific case when it believes that its ability to use the intellectual property, including, without limitation its actual ability to licence it, is being hindered by the provisions of this Agreement, the owner of the intellectual property arising under the Agreement may request the Partnership to vary any of the terms of this section 11 “Intellectual Property” with respect to the specific intellectual property. The Partnership shall, in good faith, consider any such request and to use its reasonable efforts, if required, to vary the Health Canada Funding Agreement if required by the request.

12. Communications

a) Any person, including the Initiative Lead, related to the Funding Recipient shall, unless otherwise directed by the Partnership, acknowledge the Grant Funding received from the Partnership and the Minister in any published paper, report,
promotional activity, public presentation and electronic material related to the Agreement by inserting the following acknowledgment on any Material developed for public distribution:

“Production of this _____ has been made possible through a financial contribution from the Canadian Partnership Against Cancer and Health Canada.”

b) Any person, including the Initiative Lead, related to the Funding Recipient shall ensure that the following disclaimer appears on any Material developed for public distribution:

“The views expressed herein represent the views of the [Funding Recipient].”

c) In the event that the Agreement requires work with members of the public, the Funding Recipient shall take the necessary measures to respect the spirit and intent of the Official Languages Act to communicate with the public in the official language (i.e., English or French) of their choice;

Any person, including the Initiative Lead, related to the Funding Recipient shall ensure that, as appropriate, announcements, services, documents, conferences, meetings, workshops, etc., be in both official languages, that community members of both official languages be encouraged to participate in its activities, projects or programs and that its activities, projects or programs will meet the needs of the two linguistic communities.

13. Indemnification

a) The Funding Recipient shall indemnify and hold harmless the Partnership and Her Majesty the Queen in right of Canada from and against all claims, losses, damages, costs, expenses, actions and other proceedings made, sustained, brought, prosecuted, threatened to be brought or prosecuted in any manner, based upon, occasioned by, attributable to, or arising from any wilful or negligent act, omission or delay on the part of the Funding Recipient, or its directors, members, officers, employees or agents (including without limitation, a member or an officer of any advisory council, action group or working group established by the Funding Recipient). Notwithstanding anything to the contrary contained herein, neither of the Parties shall be liable for the indirect, or consequential damages of the other Party nor for the loss of revenues or profits. Therefore, the Parties expressly acknowledge and agree that they shall not be liable for each other’s indirect, or consequential damages or for damages for lost profits or revenues under this Funding Agreement, regardless of whether such a liability arises in tort (including negligence), contract, fundamental breach or breach of a fundamental term, misrepresentation, breach of warranty, breach of fiduciary duty, indemnification or otherwise.

b) The Partnership shall indemnify and hold harmless and defend the Funding Recipient, its Board of Governors, directors, officers, employees, faculty, students, invitees and agents against any and all claims (including all reasonable legal fees
and disbursements) arising out of the receipt or use by the Partnership or by Health Canada of any intellectual property or any data or other results arising from the Agreement including, without limitation, any damages or losses, consequential or otherwise, arising from or out of the Agreement, however they may arise.

c) This section shall survive the termination or expiration of the Agreement.

14. Law of the Agreement
This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

15. Dispute Resolution
In the event that any of the Parties has a dispute relating to any matter subject to this agreement, the Parties agree to deal with that dispute as follows:

a) first, the most senior officer of each of the Parties with responsibility for the Agreement shall meet in person or by teleconference without delegation to discuss settlement of the dispute;

b) second, if the first meeting is unsuccessful at resolving the matter, the Presidents of each of the Parties shall meet in person without delegation to discuss possible options to settle the dispute;

c) third, if the first two meetings are unsuccessful at resolving the matter, the parties may agree or any party may request the President of the Canadian Institutes of Health Research to appoint a mediator experienced in the subject matter of the dispute to meet with appropriate representatives of the Parties to mediate a solution to the dispute;

d) finally, and only if all of the foregoing have proved unable to resolve the dispute, a Party may seek to resolve the dispute through court action provided that any action brought by the Partnership shall only be brought in the courts of the nearest legal centre to the Funding Recipient and provided that any action brought by the Funding Recipient shall only be brought in the courts of Toronto, Ontario.

16. Public Service Restrictions
a) The Funding Recipient shall ensure that no member of the House of Commons and the Senate of Canada be admitted to any share or part of the funding under this Agreement or to any benefit arising thereof.

b) No current or former public servant or public office holder to whom the Conflict of Interest and Post-Employment Code for the Public Service, The Values and Ethics Code for the Public Service, or The Conflict of Interest and Post-employment Code for Public Office Holders applies, shall derive any direct benefits from this Agreement, including any employment, payments or gifts, unless the provision and receipt of such benefits is in compliance with such codes.
17. Notice
Where in the Agreement any notice, request, direction, or other communication is required to be given or made by either Party, it shall be in writing and is effective if delivered in person, sent by any means including electronic means addressed to the party for whom it is intended at the address mentioned in the Contract and any notice, request, direction or other communication shall be deemed to have been given when receipt is acknowledged by the other party. The address of either party may be changed by notice in the manner set out in this provision.

18. Miscellaneous
a) Nothing in this Agreement shall be construed as the Funding Recipient being appointed as agent for or on behalf of the Partnership or the Minister. The Funding Recipient shall not hold itself out or represent itself as such.
b) Each Party represents and warrants to the other that:
   - it has full power to enter into and perform this Agreement, and
   - the person signing on its behalf has been properly authorized and empowered by it to execute this agreement.
c) It is understood by the Parties that no Party is in any way authorized to enter into any contract or agreement, make any warranties or representations, or create any obligation, express or implicit, on behalf of another Party.
d) This agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, negotiations and understandings, oral or written. This agreement cannot be amended except by means of a document signed by the Parties.
e) This agreement is specific to the Parties and may not be assigned or transferred by any Party without the prior written consent of the others, and any assignment without consent will be null and void.
SCHEDULE B - Form of Offer

The Applicant must not amend this Form in any way other than by providing the requested information. This form must be completed, signed and submitted as part of the Applicant’s Proposal.

To the Canadian Partnership Against Cancer:

1. Applicant Information
   (a) The full legal name of the Applicant is: ______________________________.
   (b) Any other relevant name under which the Applicant carries on business is:
       ________________________________.
   (c) The jurisdiction under which the Applicant is governed is:
       ________________.
   (d) The name, address, telephone, facsimile number and e-mail address of the contact person for the Applicant is: ________________________________.
   (e) The Applicant is [the Applicant must chose the applicable one of the following: an individual, a sole proprietorship, a corporation, a partnership, a joint venture, an incorporated consortium or a consortium that is a partnership or other legally recognized entity]:
       ________________________________.

2. Offer
   The Applicant has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Work proposed in response to the RFP. By submitting the Proposal, the Applicant agrees and consents to the terms, conditions and provisions of the RFP, and offers to provide the Work proposed in accordance therewith at the price set out in the Proposed Budget Form.
3. Mandatory Forms
(a) The Applicant encloses herewith as part of the Proposal, the mandatory forms set out below:

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<tr>
<th>MANDATORY FORMS:</th>
<th>Yes</th>
<th>Page</th>
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<tbody>
<tr>
<td>Form of Offer (Schedule B)</td>
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<td></td>
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<tr>
<td>Proposed Budget Form (Schedule C)</td>
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<td></td>
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<tr>
<td>Key Personnel Biosketch Form (Schedule D)</td>
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4. Proposed Budget
The Applicant has submitted its Proposed Budget in accordance with the instructions in the RFP and in the form set out at Schedule C.

5. Addenda
The Applicant is deemed to have read and accepted all Addenda issued by the Partnership prior to the Deadline for Issuing Addenda. The onus remains on Applicants to make any necessary amendments to their Proposals based on the Addenda. The Applicant is requested to confirm that it has received all Addenda by listing the addenda numbers or, if no Addenda were issued, “None”.

List all Addenda received (or None):
_____________________________________________.

6. Bid Irrevocable
The Applicant agrees that its Proposal shall be irrevocable for ninety (90) days following the Proposal Submission Deadline.

7. Conflict of Interest
The Applicant, by submitting the Proposal, confirms that to its best knowledge and belief no actual or potential Conflict of Interest exists with respect to the submission of the Proposal or performance of the contemplated Agreement other than those disclosed in this Form of Offer. Where the Partnership discovers a Applicant’s failure to disclose all actual or potential Conflicts of Interest, the Partnership may disqualify the Applicant or terminate any Agreement awarded to that Applicant as a result of this procurement process.
Conflict of Interest includes, but is not limited to, any situation or circumstance where:

a) in relation to the RFP process, the Applicant has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to
   i. having or having access to information in the preparation of its Proposal that is confidential to the Partnership and not available to other Applicants;
   ii. communicating with any person with a view to influencing preferred treatment in the RFP process; or
   iii. engaging in conduct that compromises or could be seen to compromise the integrity of the RFP process and render that process non-competitive and unfair; or

b) in relation to the performance of its obligations under the Agreement, the Applicant’s other commitments, relationships or financial interests
   i. could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment; or
   ii. could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;

[Applicants must choose only one of the following two options]

- The Applicant declares that: (1) there was no Conflict of Interest in preparing its Proposal; and (2) there is no foreseeable Conflict of Interest in performing the Agreement obligations contemplated in the RFP.
- OR

- The Applicant declares that there is an actual or potential Conflict of Interest relating to the preparation of its Proposal, and/or the Applicant foresees an actual or potential Conflict of Interest in performing the Agreement obligations contemplated in the RFP. The Applicant must set out below details of the actual or potential Conflict of Interest:

8. Disclosure of Information
The Applicant hereby agrees that any information provided in this Proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Applicant hereby consents to the disclosure, on a confidential basis, of this Proposal by the Partnership to its advisers
retained for the purpose of evaluating or participating in the evaluation of this Proposal.

9. Execution of Agreement

The Applicant understands that in the event its Proposal is selected by the Partnership, in whole or in part, the Applicant agrees to finalize and execute an Agreement incorporating the terms and conditions set out in Schedule A as mutually amended by the parties.

I confirm that this Form of Offer has been completed with no changes to the text provided in the RFP.

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<tr>
<th>Signature of Witness:</th>
<th>Signature of Applicant representative:</th>
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<table>
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<tr>
<th>Name of Witness:</th>
<th>Name and Title of Applicant representative:</th>
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Date:

I have authority to bind the Applicant.
SCHEDULE C - Proposed Budget Form

The Applicant must provide the requested information in the format of the CLASP Budget Excel Spread Sheets.

To access the Spread Sheets, please see the attached Excel file to this PDF. Double click on the attachment and an Excel file will open.

Once complete, the file should be saved and submitted with the proposal.

**Note:** There are 7 worksheets to be completed within this Excel document. Please ensure the first page for required signatures is complete.
SCHEDULE D - Key Personnel Biosketch Form

BIOGRAPHICAL SKETCH

Give the following information for the key personnel and consultants as listed on Schedule C; beginning with the Initiative Lead. Key personnel include the Initiative Lead and any other individuals who participate in the development and/or execution of the proposed initiative.

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<thead>
<tr>
<th>NAME</th>
<th>POSITION TITLE</th>
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EDUCATION (Begin with baccalaureate or other initial professional education and include postgraduate training.)

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<tr>
<th>INSTITUTION AND LOCATION</th>
<th>DEGREE</th>
<th>YEAR CONFERRED</th>
<th>FIELD OF STUDY</th>
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PROFESSIONAL EXPERIENCE: Concluding with present position, list, in chronological order, previous employment experience, honors, and awards. Include present membership on any Government, NGO, or Academic public advisory committee. DO NOT EXCEED TWO PAGES.

POLICY EXPERIENCE (Influencing and/or Decision-Making)

PRACTICE EXPERIENCE (Public Health and/or Clinical)

RESEARCH EXPERIENCE (include academic appointments)
Initiative Lead (Last, first, middle)

RELEVANT PARTNERSHIP EXPERIENCE (Across policy, practice, and research sectors including, for example, joint publications, project/policy work)

DESCRIBE ROLE INDIVIDUAL PLAYS IN PROPOSED CLASP INITIATIVE

End of RFP