



MCF _____

AGREEMENT

Section A. Background, Scope of Work, Deliverables and Deliverables Schedule

A.1 Background

CapitalPlus Exchange Corporation ("CapPlus", hereafter) equips financial institutions in emerging economies to expand and deliver finance profitably for social impact. CapPlus strengthens markets through a range of strategic and operational capacity building services to financial institutions in key areas, focused on long term growth and profitability.

CapPlus hereby enters into an agreement with Ghana Microfinance Institutions Network (GHAMFIN) ("the Consultant", hereafter) to complete the attached scope of work. The Consultant is being engaged by CapPlus to support the implementation of the MasterCard Foundation (MCF) funded Ghana MSME finance project; Stabilizing Ghana's Financial Institutions during the Covid-19 Economic Crisis to Benefit MSMEs, Women and Youth, primarily for the agriculture and agricultural adjacent sectors in order to create and retain jobs for youth, through financing women headed MSMEs and other job-creating businesses.

A.2 Scope of Work

The detailed scope of work, which forms part of this agreement, is included as Attachment 1 below.

A.3 Deliverables

The Consultant shall deliver to CapPlus the following deliverables. Deliverables are to be submitted to CapPlus, reviewed and refined by the Consultant as required, and **payment of this milestone based contracting agreement is contingent on CapPlus' acceptance of the final versions of all deliverables**. Deliverables must be submitted in accordance with the dates indicated below.

Milestones

	Milestone/Deliverables	Payment Schedule	Amount (USD)
1	Submission of research methodology with timelines; Submission of Finalized Questionnaire acceptable to CapPlus and GHAMFIN set up on the software, which will be used in the field. Demo with CapPlus and GHAMFIN on tech tool and the report generation (if	40%	\$6400

	applicable) from tech tool, and CapPlus acceptance of the same Due Date: 1st September 2022		
2	Submission of list of the 250 Private Healthcare providers interviewed. Include Names of facilities, type of facility, contact details and location of the facilities and CapPlus acceptance of the same Due Date: 14th October 2022	20%	\$3200
3	Submission of draft report with charts and tables. The report will synthesize key findings and produce analytical insights and recommendations and CapPlus acceptance of the same The report should use maps, charts and tables to display the findings and deep data analysis in addition to the text. The report should include analysis and insights on <u>all</u> questions in the survey, including: o Location, type (disaggregated by provider type and size of patient occupancy and/or level) o Whether women-owned or managed; and number of employees (including part time, full time etc. and whether employees are men or women) o Whether and how they serve adolescents and youth, women, children, low-income populations, etc The nature and demand for finance (e.g., what type of finance, and for what use), and who currently finances them o Financial position of the healthcare provider in order to ascertain ability to pay for services and specifics on financial constraints o Ability to pay for finance / need for finance (amount – needed to extrapolate demand – an alternative is to figure out their profit margin. We want a way to see understand their profitability, and whether they can afford finance) o familiarity with and/or use of technology/ mobile o Non-financial assistance providers identified o Responses should be disaggregated by provider type, size, owner’s gender, and clients’ income levels, gender Note: The report should include but not be limited to: An executive summary – max 2 pages Table of contents Analytical findings with graphics and charts Recommendations (if any) – max 2 pages Conclusion - max 1 page Appendices (lists of schools, lists of people interviewed etc) Link to soft copy of all photos of facilities and owners etc Due Date: 28th October 2022	20%	\$3200
4	Submission of the Final Report not more than 40 page (not inclusive of attachments) Final Report- the report will synthesize key findings, analysis, insights and recommendations and will be submitted based on the approved table of contents for the review CapPlus team with incorporated CapPlus feedback and CapPlus acceptance of the same In addition to the report, the Consultant will also provide a 15 page PowerPoint presentation of major findings and insights Due Date: 4th November 2022	20%	\$3200

Section B. Reporting and Technical Direction

The Consultant shall render the services and produce the deliverables stipulated in Section A., above, under the general technical direction of the Program Lead Binyam Tadesse, or his designee. The Program Lead or his designee will be responsible for monitoring the Consultant's performance under this fixed price contract.

Section C. Period of Performance

The effective date of this fixed price agreement is August 25, 2022. This agreement is valid through November 30th 2022

The Consultant shall deliver the deliverables set forth in Section A.: Background, Scope of Work, Deliverables and Deliverables Schedule to the Program Lead or their designee in accordance with the schedule stipulated herein.

Section D. Agreement fixed price, Invoicing and Payment

D.1. Agreement fixed price

As consideration for the delivery of all of the services stipulated in Section A., Background, Scope of Work, Deliverables and Deliverables Schedule, CapPlus will pay the Consultant a total of \$16,000.00 for the professional fees. This amount represents the total price for professional fees and is fixed for the period of performance outlined in Section C, Period of Performance.

Allowable expenses are enumerated in the budget attached. The Consultant must provide all itemized invoices, receipts, and other supporting documents **in original forms** to CapPlus to receive payments for actual expenses. Hotel bills that document lodging costs are required and must be submitted for reimbursement. Please refer to the budget below for maximum allowed. **The Consultant must submit all itemized invoices and receipts supporting all expenses regardless of their amounts to receive payment.** CapPlus must pre-approve any incidental expenses, which are not accounted for in the approved budget.

CapPlus will reimburse business travel expenses only. The Consultant is expected to book flights in advance to secure the most favorable rates for travel, book lower price economy tickets on suitable airlines, also, all Air travel shall be using economy class. For ground transportation, CapPlus encourages Consultants to use safe, appropriate and cost efficient ground transportation when travelling on CapPlus' business. The Consultant is expected to use the least costly, suitable alternatives available for all work related communication (e.g. using Wi-Fi and WhatsApp which may have a zero cost).

D.2 Invoicing

Upon CapPlus's acceptance of the agreement deliverables described in Section A., Background, Scope of Work, Deliverables and Deliverables Schedule (such acceptance not to be unreasonably withheld), the Consultant shall submit an invoice to CapPlus for payment. The invoice shall be sent to the attention of invoices@CapPlus.org copying Rula Dababneh at rdababneh@CapPlus.org. If necessary, hard copies of invoices should be addressed to:

Rula Dababneh
CapitalPlus
Exchange
8001 Lincoln Ave., Suite 201
Skokie, IL 60077

The invoice shall include the following information: a) agreement number, and invoice number “_?” where ‘?’ will be 1, 2, etc, as appropriate for each consecutive invoice submitted against this contract, b) deliverables delivered and accepted, c) total amount due in USD, per Section D.1., above; and d) Payment address/bank account number including bank name and address, bank's SWIFT code, Consultant's name as per the bank account and Consultant address, account number, other details to allow for a wire transfer.

D.3 Payment

CapPlus will pay the consultant's invoices within thirty (30) business days after both a) CapPlus' approval of the Consultant's deliverables (such approval not to be unreasonably withheld), and b) CapPlus' receipt of the Consultant's invoice.

The ownership of all copyright and other intellectual property rights with respect to any original materials or data produced in connection with this agreement shall exclusively vest in or remain with CapPlus and / or MasterCard Foundation. Any materials previously developed by CapPlus and utilized by the Consultant in execution of this agreement remain the sole property of CapPlus and may not be used by the Consultant without the express written consent of CapPlus.

D.4 Parties Liability

The Consultant enters into this Agreement as, and shall continue to be, an independent contractor. All Services shall be performed only by the Consultant and, where applicable, the Consultant's employees or subcontractors. Under no circumstances shall the Consultant, or any of the Consultant's employees or subcontractors, look to CapPlus as his/her employer, or as a partner, agent or principal. Neither the Consultant, nor any of the Consultant's employees, shall be entitled to any benefits accorded to CapPlus' employees, including without limitation: worker's compensation, disability insurance, vacation or sick pay. The Consultant shall be responsible for providing, at the Consultant's expense and in the Consultant's name, unemployment, disability, worker's compensation and other insurance for themselves and any employees and/or subcontractors, as well as licenses and permits usual or necessary for conducting the Services. Where travel is involved, the Consultant agrees to review all relevant travel warnings made by the U.S. Department of State (<http://travel.state.gov/>), as well as all health information and warnings relevant to places of travel (www.CDC.gov). Further, the Consultant confirms that they have adequate health and evacuation insurance.

Please initial here

The Consultant waives any additional benefits and agrees to indemnify and save harmless Client and CapPlus, their officers, directors, agents, and employees from and against any and all claims and liability, loss, expenses, suits, damages, judgments, demands, and costs (including reasonable legal and professional fees and expenses) arising out of:

- 1) the negligence or willful acts or omissions of the Consultant, or his or her agents and/or sub-contractors;
- 2) injury or death to persons, including agents and sub- contractors of Consultant, or loss of or damage to property, or fines and penalties which may result, in whole or in part, by reason of the buying, selling, distribution, or use of any of the goods or services purchased or provided under this agreement except to the extent that such damage is due to the negligence of CapPlus;
- 3) the infringement or violation of any patent, copyright, trademark, service mark, trade secret, or other proprietary interest of any third party resulting from CapPlus' use, distribution, sale, sublicensing, or possession of the goods (including software and all forms of written materials) or services purchased or provided, as authorized hereunder, or from the use or possession of said goods or services by Client, as authorized hereunder; or false claims submitted by Consultant or its consultants under this agreement or as a result of a Consultant misrepresentation of fact or fraud by Consultant.

If any of the goods or services provided by Consultant hereunder, including without limitation software and all forms of written materials, become the subject of a claim of infringement or violation of a third party's intellectual property, privacy and/or proprietary rights, Consultant shall, at his/her own expense, use best efforts--

- 1) to procure for CapPlus the right to continue use and, if authorized under this contract, distribution of the infringing goods or services or,

- 2) to modify the goods or services to make them non-infringing, or to replace them with equivalent, non-infringing counterparts.

If none of the above mentioned can be successfully implemented, then Consultant shall refund to CapPlus all monies paid by CapPlus to the Consultant for the infringing goods and services.

Consultant agrees to adhere to the project's branding and communications guidelines and its various templates and reporting requirements as shared by the Program Lead.

The Consultant, Client, or CapPlus may terminate the contractual agreement upon two weeks' notice if any are dissatisfied with progress, and steps to rectify the situation have been unsuccessful, or if it is no longer possible to fulfill the original agreement objectives. All expenses and work executed up until that time in fulfillment of the agreement will be paid for per mutual agreement between CapPlus and the Consultant on the amount.

[Section E. Competition](#)

The Consultant agrees not to directly or indirectly compete with the business of CapPlus, during the agreement period and for a period of twelve months following the agreement end date.

[Section F. Confidentiality](#)

The Consultant shall not process Personal Data except as strictly necessary to provide the Services. The Consultant agrees to comply with all privacy and data protection laws applicable to its processing of Personal Data, including, without limitation, requirements to provide transparent disclosure, obtain informed consent, implement appropriate security measures, limit disclosure to third parties, respond to breaches, and limit retention. The Consultant further agrees to provide CapPlus with reasonable assistance and cooperation to enable CapPlus to comply with its obligations under applicable privacy and data protection laws in respect of Personal Data, if any.

The Consultant hereby consents to CapPlus' processing of Personal Data about or provided by the Consultant as may be required to facilitate the purposes of the Agreement and facilitate and promote the operations of CapPlus, in accordance with applicable privacy and data protection laws. The Consultant shall ensure that it obtains all consents required by law for the processing by CapPlus of Personal Data about or provided by the Consultant.

The Consultant hereby agrees that if CapPlus provides the Consultant with access to any Personal Data, the Consultant shall comply with the obligations above in respect of such CapPlus Personal Data.

CapPlus has a Child Protection Policy and Code of Conduct that sets out behavioral guidelines while interacting with children. All persons covered by this policy are required to review, accept and sign this policy as well as the Code of Conduct. We expect all of our consultants to review and join in this commitment. By signing the Child Protection Policy, the Consultant agrees to abide by all the terms of the Child Protection Policy.

[Section G. MasterCard Foundation](#)

In providing the Services, the Consultant shall comply with the MasterCard Foundation's Code of Conduct for Partners guidelines available at: www.mastercardfdn.org/terms-and-conditions-services, as the same may be amended from time to time by the MasterCard Foundation in its sole discretion.

Where the Services involve children under the age of eighteen (18) and/or youth above the age of seventeen (17) and under the age of twenty-five (25), the Consultant shall adhere to the Child and Youth Safeguarding Guidelines available at: www.mastercardfdn.org/terms-and-conditions-services, as the same may be amended from time to time by the MasterCard Foundation in its sole discretion.

[Section H. Governing Law](#)

This agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to the conflict of laws or principles thereof.

All consultants, whether working in the US or not, must complete the following section before signing this contract:

Consultants working in the United States must have proper work authorization and U.S. Social Security Number

Are you authorized to work in the United States?

Yes

No


If you checked no, please state Nationality: _____

United States Social Security Number/Tax ID: _____

Location Signed:

Agreed and Accepted:

By: _____
Lynn Pikholtz
President & CEO
Consultant CapitalPlus Exchange

By:  _____
Ghana Microfinance Institutions Network (GHAMFIN)
Independent

Date: _____

Date: 15/09/2022

ATTACHMENT 1

Scope of Work: Market Research To

Analyse and establish the market opportunity for financial institutions (FIs) to finance the health care sector in Ghana

BACKGROUND

As part of FIRST+, a partnership between CapitalPlus Exchange, Mastercard Foundation and the Ghana Microfinance Institutions Network (GHAMFIN), CapPlus is further strengthening GHAMFIN as it expands its programming to deepen the technical skills of the employees of the financial institutions that are part of GHAMFIN and its member associations.

GHAMFIN is commissioning this research amongst private MSME health care providers to better understand how increased access to appropriate finance could support their growth and improve their service quality. For the purposes of this research, "private health care providers" are defined as small to medium-sized privately-owned businesses that provide health care services such as pharmacies, clinics, medical laboratories, diagnostic centers, dispensaries, maternity homes, or health centers.

Ghana is one of only several African countries to enact legislation and earmark financing for universal health insurance coverage for its entire population. Several years into its implementation the Ghana National Health Insurance Scheme (NHIS) has made significant progress in transitioning to universal coverage but faces significant fiscal and coverage challenges. While much progress has been made, access to adequate healthcare facilities continues to be highly dependent on location and patients' discretionary income. In addition to the above MSME healthcare providers continue facing challenges to accessing financial and non financial products from Financial institutions.

Objective and Target of Assignment

This research intends to better equip local financial institutions, especially nonbank financial institutions – which GHAMFIN defines as savings and loans, rural banks, community banks, credit unions, microfinance companies, micro credit institutions, financial NGOs and susu enterprises (informal savings and lending mechanisms in Ghana) – to better understand the opportunity to deliver credit and other financial services to private health care providers to help them become more resilient and financially sustainable, and improve the scope and quality of their services. While the demand for finance from the full spectrum of MSME health providers will be investigated, there is a heightened focus on increasing access among low income populations. Findings and recommendations from the survey will be made available to GHAMFIN's network of financial institutions.

Scope of Research:

The research will be conducted via face-to-face in-depth interviews with health care entrepreneurs/ proprietors. One of the first tasks will be the mapping of private health care facilities across Accra and Tamale with a specific focus those on serving youth, or women, or children.

The research will:

- Describe demographic and economic characteristics of Private Health Care Providers -Private hospitals, clinics, maternity centers, pharmacies, training institutions, diagnostic centers.
- Ascertain the size of the market opportunity
- Identify providers goals, key challenges, and constraints to achieving providers' goals
- Assessment of providers' financial sustainability

- Analyse providers' financial health and profitability as well their needs for credit and other financial services and loan accessibility, usage and structure of financing required disaggregated by demographic and other variables
- Identify and analyze the financial and non-financial constraints facing private healthcare providers in Ghana and how these impact on adolescents, women, children and rural population
- Identification of other non-financial services such as business management skills, improving functionality of facilities, customer service, areas of cost reduction etc. that would improve efficiency and quality of providers' service delivery

Detailed Tasks

<u>Task</u>	<u>Deliverables</u>
Kick-off meeting – Refine questionnaire and agree on methodology Ensure written instructions accompany the survey for enumerators Finalize questionnaire based on feedback Secure approval of questionnaire by CapPlus Demo with CapPlus on tech tool and the report generation.	Final questionnaire Draft of a short inception report that finalizes and clearly outlines the approach, how selection will be done, timeline etc.
<p>PHC mapping out and Desk research:</p> <p>Mapping out PHC and in Greater Accra and Tamale. Leverage on HEFRA, Ghana Open Data Initiative Database Desk research. Mapping will also be based on ground studies especially in Tamale</p> <p>PHC selection and technology use:</p> <p>Select 250 private health care providers in Greater Accra and Greater Tamale that are representative of the sector, excluding the large private hospital. Must include low-income areas of Greater Accra and Tamale – 100%.....women and youth</p> <p>Note: Questionnaire should also incorporate a requirement that the respondents should share their contact details to assist FIs get in touch with them for funding needs.</p>	List of PHC's with location
<p>Training and finalizing of research tool:</p> <p>Training of Field Enumerators in Data Collection Tool and Pre-Testing the Survey Tool</p>	

<p>Interviews, Field work, Data cleaning, analysis and report writing:</p> <p>Fieldwork: Conduct in-person interviews with at least 250 private health care providers. Inclusive of low income/women and youth run facilities in Accra and Tamale.</p> <p>It is expected that the enumerators may have to make several visits with some of the respondents to ensure full completion of questionnaire. The goal is for all questions to be answered by all respondents.</p> <p>At the end of each day the supervisor should go through survey results with enumerators to check for full completion and see what gaps show up and to troubleshoot.</p> <p>Team Lead to conduct regular data checks and triangulation of data conducted; establish a robust feedback and monitoring mechanism between the field team (enumerators), desk team, and the management team; conduct daily debriefing and monitoring of all survey team members; and maintain an open-loop conversation channel with the CapPlus team to ensure that ideas and progress are communicated throughout the project</p> <p>Post Fieldwork: Clean and analyze the data, and prepare a draft report on findings. The report should include the following, using maps, charts and tables to display the findings:</p> <ul style="list-style-type: none"> o Location, type (disaggregated by provider type and size of patient occupancy and/or level) o Whether women-owned or managed; and number of employees (including part time, full time etc. and whether employees are men or women) o Whether and how they serve adolescents and youth, women, children, low-income populations, etc <p>The nature and demand for finance (e.g., what type of finance, and for what use), and who currently finances them</p> <ul style="list-style-type: none"> o Financial position of the healthcare provider and specifics on financial constraints o Ability to pay for finance / need for finance (amount – needed to extrapolate demand – an alternative is to figure out their profit margin. We want a way to see understand their profitability, and whether they can afford finance) o Non-financial assistance providers identified o Responses should be disaggregated by provider type, size, owner's gender, and clients' income levels, gender 	<p>Submit list of respondents</p> <p>Submit draft report with charts and tables</p> <p>Submit table of contents for approval</p>
<p>Finalization of Report with Charts and Tables</p> <p>Draft a report of up to 40 pages (TOC to be pre-agreed with CapPlus) the report will synthesize key findings, analysis, insights and recommendations and will be submitted based on the approved table of contents for the review CapPlus team.</p> <p>Report should include a 15-page PowerPoint presentation with main findings and analytical insights</p>	<p>Report with incorporated CapPlus feedback</p>

Bi-weekly meetings with supervisor, Andrew Muriithi to monitor progress of work and trouble shoot problems arising	Weekly minutes of meeting to be shared with CapPlus
All cleaned and organized raw data to be shared with CapPlus	Respondent feedback Contact information of respondents Maps of respondent locations All data pertaining to financial and non-financial needs of the respondents

MILESTONES

	Milestone/Deliverables	Payment Schedule	Amount (USD)
1	<p>Submission of research methodology with timelines; Submission of Finalized Questionnaire acceptable to CapPlus and GHAMFIN set up on the software, which will be used in the field. Demo with CapPlus and GHAMFIN on tech tool and the report generation (if applicable) from tech tool, and CapPlus acceptance of the same</p> <p>Due Date: 1st September 2022</p>	40%	\$6400
2	<p>Submission of list of the 250 Private Healthcare providers interviewed. Include Names of facilities, type of facility, contact details and location of the facilities and CapPlus acceptance of the same</p> <p>Due Date: 14th October 2022</p>	20%	\$3200
3	<p>Submission of draft report with charts and tables. The report will synthesize key findings and produce analytical insights and recommendations and CapPlus acceptance of the same</p> <p>The report should use maps, charts and tables to display the findings and deep data analysis in addition of the text.</p> <p>The report should include analysis and insights on <u>all</u> questions in the survey, including:</p> <ul style="list-style-type: none"> o Location, type (disaggregated by provider type and size of patient occupancy and/or level) o Whether women-owned or managed; and number of employees (including part time, full time etc. and whether employees are men or women) o Whether and how they serve adolescents and youth, women, children, low income populations, etc <p>The nature and demand for finance (e.g. what type of finance, and for what use), and who currently finances them</p> <ul style="list-style-type: none"> o Financial position of the healthcare provider in order to ascertain ability to pay for services and specifics on financial constraints o Ability to pay for finance / need for finance (amount – needed to extrapolate demand – an alternative is to figure out their profit margin. We want a way to see understand their profitability, and whether they can 	20%	\$3200

	<p>afford finance)</p> <ul style="list-style-type: none"> o familiarity with and/or use of technology/ mobile o Non-financial assistance providers identified o Responses should be disaggregated by provider type, size, owner's gender, and clients' income levels, gender <p>Note: The report should include but not be limited to: An executive summary – max 2 pages Table of contents Analytical findings with graphics and charts Recommendations (if any) – max 2 pages Conclusion – max 1 page Appendices (lists of schools, lists of people interviewed etc) Link to soft copy of all photos of facilities and owners etc</p> <p>Due Date: 28th October 2022</p>		
4	<p>Submission of the Final Report not more than 40 page (not inclusive of attachments) Final Report- the report will synthesize key findings, analysis, insights and recommendations and will be submitted based on the approved table of contents for the review CapPlus team with incorporated CapPlus feedback and CapPlus acceptance of the same</p> <p>In addition to the report, the Consultant will also provide a 15 page PowerPoint presentation of major findings and insights</p> <p>Due Date: 4th November 2022</p>	20%	\$3200

BUDGET

Professional Fees	Ghana Microfinance Institutions Network (GHAMFIN)	Grand Total
Deliverables 1		\$6,400.00
Deliverables 2		\$3,200.00
Deliverables 3		\$ 3,200.00
Deliverables 4		\$3,200.00
Total Professional Fee Cost		\$16,000.00

Note: All expenses require receipts for reimbursement. CapPlus needs to pre-approve all expenses not included in the budget.

ATTACHMENT 2

CapitalPlus Exchange

Non-Disclosure

Undertaking

This Non-Disclosure Undertaking (the "Undertaking") is made and effective on the start date of the contract:

By: (hereinafter referred to as "**the Consultant**" which expression shall mean and include his/her successors and assigns)

Located at:

In favor of: CapitalPlus Exchange Corporation (hereinafter referred to as "**CapPlus**", which expression shall mean and include its successors, affiliates and assigns), a Delaware nonstock and nonprofit corporation incorporated and operated exclusively for charitable and educational purposes within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986 of the United States of America with its registered office within the State of Delaware at 1209 Orange Street, Wilmington, Delaware 19801 under The Corporation Trust Company, the registered agent at the registered office and having its principal office located at 8001 Lincoln Ave., Suite 201, Skokie, IL, 60077, USA

WHEREAS, in order from time to time to pursue the mutual business purpose between CapPlus and other financial institutions, CapPlus intends to agreement separately with the Consultant to interact on its behalf, both parties recognize that there is a need for CapPlus to disclose to the Consultant certain Confidential Information in respect of itself, and its Representatives.

In consideration of Confidential Information becoming or being made available to the Consultant, the Consultant undertakes as follows:

1. INTERPRETATION

When used in this Undertaking, the following terms shall have the respective meanings indicated, such meanings to be applicable to both singular and plural forms of the terms defined:

"CONFIDENTIAL INFORMATION" means (but not limited to)

- a. Available including, but not limited to, any information specifically designated by the disclosing party as confidential; any information supplied to the disclosing party by any third party in relation to which a duty of confidentiality is owed or arises; and any other information which should otherwise be reasonably regarded as possessing a quality of confidence or as having commercial value in relation to the business of the disclosing party.
- b. Information of whatever nature relating to CapPlus and/or its various resources, tools, services and relationships which is obtained, whether in writing, or orally, or in any recorded or computer program form, from or pursuant to negotiations or discussions with any of:
 - i. Its management and/or employees; and/or its representatives,
 - ii. The advisors of CapPlus and those of its Representatives and;
- c. Analyses, compilations, studies and other documents prepared by the Consultant, consequent to any business arrangement with CapPlus which contains or otherwise reflects or are generated from the information specified in paragraphs a and b above

- d. Non-public information of whatever nature relating to any prospective or current Representatives of CapPlus that is shared by either those third parties or CapPlus

"REPRESENTATIVE" means affiliates, agents, advisors, controlling persons, directors, employees, financing sources, officers;

2. RELATIONSHIP BETWEEN THE PARTIES

Nothing contained herein shall be deemed or construed by the parties hereto as to creating the relationship of principal and agent or of partnership or of a joint venture between the parties, it being understood and agreed that neither any provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties other than to share Confidential Information.

3. DISCLOSURE UNDERTAKING:

The Consultant undertakes to CapPlus:

- 3.1. to use the Confidential Information only for the purpose of evaluating and executing the scope of the work assigned to him/her by CapPlus, under separate agreement (s); and without prejudice to the generality of the foregoing will not use or seek to use the Confidential Information so as to procure any commercial advantage over CapPlus,
- 3.2. to keep the Confidential Information strictly secret and confidential and not to disclose it to any third party (except as provided below) without the express prior written consent of CapPlus.
- 3.3. without the prior consent of CapPlus not to make any announcement about nor disclose to any person the fact that any business dealings may be taking place between any of the parties named in this undertaking,
- 3.4. not to claim any ownership in any Confidential Information or any intellectual property rights relating to it or arising out of it,
- 3.5. to keep strictly secret and confidential, apparatus, methods, ways of business and techniques which, although in themselves are generally known, their use by CapPlus is not generally known.

4. FURTHER UNDERTAKING

The Consultant further undertakes:

- 4.1 that in the event of:
 - a. No business relationship matures with CapPlus within a period of three (3) months following the date of this Undertaking,

- b. The Consultant deciding not to continue working on existing assignments awarded by CapPlus, or
- c. CapPlus requesting the return of the Confidential Information in writing

The Consultant shall within a reasonable period of time, return to CapPlus all tangible Confidential Information, including documents and papers, along with a written statement to the effect that upon such return is has not knowingly retained in it is possession or under its control any tangible Confidential Information and that it will not use the Confidential Information in any manner.

- 4.2 all Confidential Information disclosed pursuant to this Undertaking shall be and remain the property of CapPlus. Subject to the parties hereby agreeing that the Consultant is permitted to use the Confidential Information to undertake the services for CapPlus (as specified in separate agreement), nothing contained in this Undertaking shall be construed as granting or conferring any rights by license or otherwise, expressly, impliedly or otherwise in relation to the Confidential Information.
- 4.3 Confidential Information made available by CapPlus shall not form the basis of any agreement between the Parties, unless expressly agreed in writing between the Parties.
- 4.4 in the event of a breach of the terms of this Undertaking by the Consultant, CapPlus shall, in addition to all other remedies that it may be entitled to as a matter of law, be entitled to specific performance and any other form of equitable relief to enforce the provisions of this Undertaking. The Consultant acknowledges that damages would not be an adequate remedy for any breach of this Undertaking.
- 4.5 no failure or delay in CapPlus exercising any of its rights, powers or privileges under this Undertaking shall operate as a waiver thereof nor shall any partial exercise preclude any further exercise of them.
- 4.6 the provisions of this Undertaking shall continue in effect whether or not the Purpose is fulfilled and notwithstanding any return or destruction of the Confidential Information for a period of two (2) years from the date of this Undertaking.

5. EXCEPTIONS

This Undertaking shall not apply to information or confidentiality requirements:

- 5.1 which can be shown to have been in the possession of the Consultant prior to disclosure by CapPlus;
- 5.2 which is in the public domain at the time of disclosure by CapPlus to the Consultant or subsequently enters the public domain other than through any default by the Consultant; or
- 5.3 which subsequently becomes available to the Consultant from any *legitimate* source without obligation of confidentiality or non-use; or

- 5.4 which is independently developed by the Consultant without breach of this Undertaking; or
- 5.5 which by law or by order of a Court of competent jurisdiction is required to be disclosed to any person or in any manner; provided that in the case of any and every such disclosure the Consultant shall, so far as the Consultant is legally able to do so, give prompt notice of its occurrence or likely occurrence in order that CapPlus may have time to seek any appropriate remedy to prevent it or to waive compliance with this undertaking.

6. TERM

This Undertaking begins retroactively to the beginning of the Consultant's relationship with CapPlus and remains in effect at all times during any consulting or other business relationship between the parties.

7. CONTINUING EFFECT

Subject to clause 4.6 of this Undertaking, the Consultant's obligations regarding trade secrets and confidential information shall continue in effect beyond the period of relationship as stated above, and said obligations shall be binding upon the Consultant's affiliates, assigns, heirs, executors, administrators or other legal representatives.

8. ENTIRE AGREEMENT AND AMENDMENT

This Undertaking contains the entire agreement and understanding of the parties hereto with respect to the matters herein set forth, and all prior negotiations and understandings relating to the subject matter of this Undertaking are merged herein and are superseded and cancelled by this Undertaking. This Undertaking may not be modified except in writing, signed by both of the parties.

9. WAIVER

The failure by CapPlus to require the performance of any term of this Undertaking or the waiver by CapPlus of any breach under this Undertaking shall not operate or be construed as a waiver of any subsequent breach by the Consultant hereto.

10. GOVERNING LAW

This Undertaking shall be governed by and construed in accordance with United States of America law and the parties submit to the non-exclusive jurisdiction of the US Courts to resolve any disputes arising from this undertaking.

11. SEVERABILITY

In case any one or more provisions contained in this Undertaking or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and other applications thereof shall not in any way be affected or impaired thereby.

12. COUNTERPARTS

This Undertaking may be executed in counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

IN WITNESS WHEREOF **the Consultant hereto has executed this Undertaking as of the date first above written.**

Agreed and Accepted:

Signed: _____ Date: _____

Name: _____

For questions regarding this non-disclosure agreement, please contact:

Lynn Pikholtz
CapitalPlus Exchange
Corporation 8001 Lincoln Ave.,
Suite 201 Skokie, IL 60077
USA
lpikholtz@CapPlus.org

ATTACHMENT 3: CONSULTANT EMERGENCY CONTACT INFORMATION

Consultant Name:	_____	Date:	_____
Office Phone:	_____	Office Email:	_____
Mobile Phone:	_____	Personal Email 1:	_____
Home Phone:	_____	Personal Email 2:	_____
Current Address:	_____	Nationality:	_____
	_____	Passport #:	_____
	_____	[2nd] Nationality:	_____
		Passport/Green Card #:	_____

Emergency Contact Information

Emergency Contact #1:

Name:	_____	Relationship:	_____
Office Phone:	_____	Office Email:	_____
Mobile Phone:	_____	Personal Email 1:	_____
Home Phone:	_____	Personal Email 2:	_____
Address:	_____		

Emergency Contact #2:

Name:	_____	Relationship:	_____
Office Phone:	_____	Office Email:	_____
Mobile Phone:	_____	Personal Email 1:	_____
Home Phone:	_____	Personal Email 2:	_____
Address:	_____		

ATTACHMENT 4

Introduction

CapPlus Exchange Corporation (CapPlus) is nonprofit corporation within the meaning of section 501(c)(3) of the internal revenue service code of 1986, as amended. The organization operates exclusively for charitable and educational purposes, to make capacity-building services available at substantially below cost to financial institutions in developing and transitional markets that serve small businesses, micro-enterprises, and underserved communities, to promote economic development, poverty reduction and otherwise benefit low-income persons.

CapPlus believes that it is always unacceptable for a child or young person to experience abuse of any kind, and recognizes its responsibility to safeguard the welfare of all children and young people by a commitment to practices which protect them.

Child Protection Policy

CapPlus' Child Protection Policy is guided by the United Nations Convention on the Rights of the Child (1989). CapPlus believes that any child should be protected against all forms of or maltreatment on the basis of race, color, sex, language, religion, political or other opinion, national, ethnic or social origin, property, disability, birth, economic or other status. CapPlus is committed to keeping children safe from harm and to practices which protect children and prevent their maltreatment.

The Purpose of this policy:

1. To provide protection for the children and young people who receive CapPlus' services through its client FIs.
2. To provide CapPlus staff with guidance on procedures they should carry out in the event that they suspect a child or young person may be experiencing, or be at risk of, harm.

[Principles](#)

This policy is informed by a set of principles that derive from the UN Convention on the Rights of the Child¹:

- All children have equal rights to protection from abuse and exploitation.
- All children should be encouraged to fulfil their potential and inequalities should be challenged.
- Everybody has a responsibility to support the care and protection of children. CapPlus' FI clients have a responsibility to meet minimum standards of protection for the children in their programs.

[Scope of the policy](#)

CapPlus' Child Protection Policy applies to all staff, management, Board Directors, interns, consultants, visitors, and all participants in activities, events, or meetings involving children, organized by CapPlus. All these listed will be expected to read CapPlus' Child Protection Policy and sign a commitment to adhere to its principles and procedures (Annex 1), which includes its Code of Conduct, Annex II, also requiring a signed commitment. In addition, CapPlus includes an Article and a Schedule in the Capacity Building Agreements signed by its client FIs that states CapPlus' commitment to the Protection of Children and expectation of its client FIs to join in this commitment.

[What is Child Maltreatment?](#)

Based on the World Health Organization, child maltreatment is abuse or neglect that occurs to children under 18 years of age². It includes all types of physical and/or emotional ill-treatment, sexual abuse, neglect, negligence, and commercial or other exploitation that result in actual or potential harm to a child's health, survival, development or dignity in the context of a relationship of responsibility, trust or power.

¹ [*The United Nations Convention on the Rights of the Child*](#),
November 20, 1989, entry into force September 2, 1990, in
[accordance with article 49](#)

² *Preventing Child Maltreatment: a Guide to Taking Action and Generating Evidence*, World Health Organization and International Society for Prevention of Child Abuse and Neglect (2006)

The World Health Organization's (WHO) *World report on violence and health* and the 1999 WHO *Consultation on Child Abuse Prevention* distinguish four types of child maltreatment: -

- **Physical abuse** of a child is defined as the intentional use of physical force against a child that results in – or has a high likelihood of resulting in – harm to the child's health, survival, development or dignity. This includes hitting, beating, kicking, shaking, biting, strangling, scalding, burning, poisoning and suffocating. Much physical violence against children in the home is inflicted with the object of punishing.
- **Sexual abuse** is defined as the involvement of a child in sexual activity that he or she does not fully comprehend, is unable to give informed consent to, for which the child is not developmentally prepared, or that violates the laws or social taboos of society. Children can be sexually abused by adults and or by other children who are – by virtue of their age or stage of development – in a position of responsibility, trust or power over the victim.
- **Emotional and psychological abuse** involves both isolated incidents as well as a pattern of failure over time on the part of a parent or caregiver to provide a developmentally appropriate and supportive environment. Acts in this category may have a high probability of damaging the child's physical or mental health or the child's physical, mental, spiritual, moral or social development. Abuse of this type includes: the restriction of movement; patterns of belittling, blaming, threatening, frightening, discriminating against or ridiculing; and other non-physical forms of rejection or hostile treatment.
- **Neglect** includes both isolated incidents as well as a pattern of failure over time on the part of a parent or other family member to provide for the development and well-being of the child – where the parent is in a position to do so – in one or more of the following areas: health, education, emotional development, nutrition, shelter and safe living conditions. The parents of neglected children are not necessarily poor. They may equally be financially well-off.³

Implementation

CapPlus will meet its commitment to safeguard children through the following means and procedures:

Awareness: Ensure that all staff, Board Directors, consultants, interns, volunteers; clients are aware of the problem of child abuse and of risks to children.

³ *Preventing Child Maltreatment: a Guide to Taking Action and Generating Evidence*, World Health Organization and International Society for Prevention of Child Abuse and Neglect (2006), p 9-10.

Prevention: Ensure, through awareness and personal and professional conduct, that staff and others minimize the risk to children.

Reporting: Ensure that staff and others have clear steps to follow where concerns arise regarding the safety of children.

Response: Ensure that action is taken to support and protect children where concerns arise regarding possible abuse.

[CapPlus Child Protection Code of Conduct](#)

The Child Protection Code of Conduct, Annex 2, clearly sets out behavioral guidelines while interacting with children. Upon beginning employment, all persons covered by this Policy are required to review, accept and sign this Policy as well as the Code of Conduct.

[Recruitment and Selection](#)

CapPlus is committed to protecting children from violence, abuse, and exploitation in all their forms and to promoting children's rights. CapPlus will take all reasonable steps to safeguard the interests, rights, and well-being of those children with whom the organization comes into contact and works-. In standing by this commitment to protect children, CapPlus will adhere to specific guidelines for positions that have direct contact with children.

CapPlus will carry out background checks for all employees; individuals must provide consent and must be informed of what the certification will be used for. All personnel in contact with children/young people will be asked to obtain a background check or sign an authority to obtain a background check. A criminal record check must be obtained for each country the person has lived in for at least 12 months within the past five years *and* for all individual countries of citizenship. Where a background check cannot be obtained, all reasonable measures will be undertaken to ensure the person does not pose a risk to children.

All applicants will receive as part of the recruitment package a copy of the Child Protection Policy and Code of Conduct. If the applicant is offered the position they will be expected to sign the Policy and the Child Protection Code of Conduct as part of acceptance processes.

[Training and development](#)

During the induction process, persons covered under this policy will receive information from the relating to CapPlus' Child Protection Policy. Further training will be tailored to individual team requirements.

Reporting Concerns of Child Abuse

All allegations, beliefs or suspicions of non-compliance with this policy or breach of code of conduct, sexual, physical or emotional abuse, exploitation or neglect (past or present) by CapPlus staff member, intern, volunteer, consultant, partner or Board Director are to be reported immediately to the CEO, or use the whistleblower link on CapPlus' website. A child reporting an incident must be taken seriously and listened to carefully. Once an allegation is made there should be an immediate response that protects the child from further potential abuse or victimization. The family of the child victim should be informed of the allegation and proposed actions, and where possible, should be consulted as to the process to be followed.

As soon as possible (within 24 hours of the disclosure at most), the person witnessing the event or receiving the disclosure must fully document the allegation, including the time, place and any witnesses, of the incident. This report will be used as the basis for investigation and possibly used in court if charges are forthcoming. The person responsible for reporting this information should refrain from taking notes in front of the child who is disclosing.

The CEO may consult with legal counsel and/or police authorities where appropriate, and steer the investigation process accordingly. In the event that the Child Protection Code of Conduct is broken, CapPlus will pursue disciplinary action and/or termination of employment. Additionally, allegations and charges of child abuse and exploitation will be immediately reported to relevant partners and donors.

Policy review

This Policy will be reviewed by CapPlus every five years or earlier if warranted. This Policy and Code of Conduct will be reviewed by the Governance Committee and approved by the CapPlus Board of directors.

Annex 1: Statement of Commitment to CapPlus' Child Protection Policy

I, _____, have read and understood the standards and guidelines outlined in this Child Protection Policy. I agree with the principles contained therein and accept the importance of implementing child protection policies and practice while working for or associated with CapitalPlus Exchange Corporation.

_____ (Print *name*)

_____ (Job *title / role*)

_____ (Signature)

_____ (*Date*)

ANNEX 2: CHILD PROTECTION CODE OF CONDUCT

For the purpose of this policy, a child will be considered to be a person under the age of 18.

I, _____, understand that I am accountable for my actions, and I agree that while implementing CapitalPlus Exchange Corporation's activities I will:

- treat children/young people with respect regardless of race, color, sex, language, religion, political or other opinion, national, ethnic or social origin, property, disability, birth, economic or other status;
- not use language or behavior towards children/young people that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate;
- not engage children/young people in any form of sexual activity or acts, including paying for sexual services or acts;
- wherever possible, ensure that another adult is present when working in the proximity of children/young people;
- not invite unaccompanied children/young people into my home, unless they are at immediate risk of injury or in physical danger;
- not sleep close to unsupervised children/young people unless absolutely necessary, in which case I must obtain my manager's permission, and ensure that another adult is present if possible;
- use any computers, mobile phones, or video and digital cameras appropriately, and never to exploit or harass children/young people or to access child exploitation material, including child abuse material and child pornography material, through digital or any other medium;
- refrain from physical punishment or discipline of children/young people;
- refrain from hiring children/young people for domestic or other labor which is inappropriate given their age or developmental stage, which interferes with their time available for education and recreational activities, or which places them at significant risk of injury;
- comply with all relevant international and national legislation, including labor laws, in relation to child labor;
- immediately report non-compliance with this Policy, breaches of the Code of Conduct, or concerns or allegations of child abuse by personnel and others, in accordance with appropriate procedures; and
- Inform CapitalPlus Exchange Corporation if I am under investigation or found guilty of any offenses related to child abuse and exploitation before or during the course of my association with the organization.

When recording, photographing or filming a child for work-related purposes, I must:

- before recording, photographing or filming a child, assess and endeavor to comply with local traditions or restrictions for reproducing personal images;
- before recording, photographing or filming a child, obtain informed consent from the child or a parent or guardian of the child/young person. As part of this I must explain how the recording, photograph or film will be used;
- ensure recordings, photographs, films, videos and DVDs present children/young people in a dignified and respectful manner and not in a vulnerable or submissive manner;
- children should be adequately clothed and not in poses that could be seen as sexually suggestive;
- ensure recordings and images are honest representations of the context and the facts; and ensure file labels, metadata and text descriptions do not reveal identifying information about a child when sending images electronically
- I understand that the onus is on me, as a person associated with CapitalPlus Exchange Corporation, to use common sense and avoid actions or behaviors that could be construed as child abuse when undertaking CapitalPlus Exchange Corporation activities on behalf of the organization.
- I have read this Child Protection Code of Conduct and agree to uphold the principles and follow the guidelines contained herein. I understand that non-compliance with or a breach of the CapitalPlus Exchange Corporation Child Protection Policy and Code of Conduct is grounds for disciplinary action, may lead to dismissal from my duties and/or employment, and may result in legal proceedings.

Name (please print): _____

Signature: _____

Date: _____