



ANNEX A

CONSENTS, CERTIFICATIONS AND REPRESENTATIONS



CONSENT TO VET FORM

Consultant Name (print or type): _____

This form, which you should read carefully, has been provided to you because Creative Associates International, Inc. ("Company") may request Investigative Reports from a third-party reporting agency and any references provided by the Consultant regarding past engagements. The Company will use any such report(s) solely for consultancy engagement-related purposes.

The types of reports the Company may request are searches of U.S. government lists of persons debarred or blocked from performing or conducting business with the United States or otherwise sanctioned by the U.S. government. The Company will request further information when it determines that these employees' work calls for additional checks and/or specialized government clearance. Government clearance investigations will be conducted in accordance with the regulations of the particular government department or agency involved. The Consultant will be notified if special investigations are necessary.

Creative generates these reports from Creative's Inquiry Database System (CIDS), which pulls from the Visual Compliance Database (VCD). The VCD is a centralized vetting database that runs entities and individuals against U.S. government lists, including the OFAC Blocked Persons List, the UN Security designation list, and the SAM Excluded Parties List, amongst others. These reports do not constitute a credit check or a background check.



NONDISCLOSURE AGREEMENT

Consultant Name (print or type): _____

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to “Creative Sensitive Information” or approval to work on a Creative project identified as “Sensitive,” **when information and projects are specifically designated to me as such.** As used in this Agreement, “Creative Sensitive Information” includes marked or unmarked sensitive information, including oral communications and may include identifying characteristics of the project, including identification of the target country. I understand and accept that by being granted access to sensitive projects and information, special confidence and trust is being placed in me by Creative Associates.
2. I have been advised that the unauthorized disclosure to anyone outside the project or without a need to know about the information, whether within or outside of the Company, the unauthorized retention, or the negligent handling of Creative Sensitive Information by me could cause damage or irreparable injury to the Company or could be used to advantage by outsiders, including competing organizations or even foreign nations. I hereby agree that I will never divulge such information to anyone unless: (a) I am fully satisfied that the recipient has been properly authorized by Creative Associates or the U.S. Government (or other client) to receive it, or (b) I have been given prior written notice of authorization from the Creative Associates manager with responsibility for the project that such disclosure is permitted. I understand that if I am uncertain about the sensitive status of information, or the status of the potential recipient of such information, I am required to confirm from an authorized official that the information is non-sensitive, or that the recipient is cleared to receive the information, before I may disclose it.
3. I have been advised that any breach of this Agreement may result in my removal from a position of special confidence and trust within the Company; or the termination of my employment or other relationship (e.g., consultancy) with Creative Associates.



4. I understand that Creative Associates may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement and recovery of damages including any unjust enrichment from my breach of this Agreement
5. I understand that all Creative Sensitive Information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of, Creative Associates unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all Creative Sensitive Information which has, or may come into, my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the Company; (b) upon the conclusion of my employment or other relationship (e.g., consultancy) with the Company. If I do not return such material upon request, I understand that this constitutes a *per se*, automatic, violation of this Agreement.
6. Unless and until I am released in writing by an authorized representative of Creative Associates, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to Creative Sensitive Information except as when such Creative Sensitive Information becomes readily publicly available, without restriction, through no fault of Consultant.
7. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.
8. Nothing in this Agreement shall be construed to supersede or diminish any other confidentiality provisions or client specific restrictions included in any other agreements between Consultant and Creative.
9. The requirements in this Agreement shall remain in effect for as long as I shall have access to "Creative Sensitive Information" and for a period of three (3) years thereafter.



PAST PERFORMANCE AND REFERENCE CHECK CONSENT FORM

Consultant Name (print or type): _____

Past Performance

Document and summarize your proven track record of successfully implementing similar activities. Using the **table format provided below**, please list three or more relevant assignments you have undertaken within the past 3 years, a brief description of how each is relevant to this RFQ, and the contact details for each previous client/employer. You may also include recommendation/appreciation letters and certificates as attachments.

Offerors with past performance with similar scopes, in the same geographic area and/or of similar scale to the activity described in this RFQ will be given weight in the selection process. Please note that offerors cannot be evaluated on information that they do not provide. For example, if an Offeror has current/past performance working with Creative, they cannot be positively evaluated on this experience unless it is provided in the Offeror's proposal.

#	(a) Activity Title	(b) Location(s) of activity	(c) Synopsis of the activity and its relevance to this RFQ	(d) Performance period (date, duration and if completed on schedule)	(e) Amount consultant received for the activity	(f) Name & Contact Info (E-mail <u>and</u> phone) of client
1						
2						
3						

Past Performance Reference Check Consent

We want you to know that reference checking is an important part of Creative's procurement process. In addition to contacting the persons you furnish to us as past performance references, we may also contact other business associates, acquaintances and friends. We ask all references a series of questions about work experience, character, personal habits, educational background and personality. In some cases we may ask an outside firm to check references.



CONSULTANT ENGAGEMENT CONFLICTS CERTIFICATION FORM

Consultant Name (print or type): _____

		Y	N	N/A
1	Are you a current or former employee of the U.S. Government?			
	If yes, and if your employment with the U.S. Government took place within the last two calendar years, please provide a clearance letter or e-mail from your Agency's ethics office attached to your quotation.			
2	Are you a current or former employee of any other government?			
	If yes, provide details:			
3	Are you a current or former consultant of the U.S. Government or other funding source identified in the Scope of Work AND as a consultant had any contact with the Project or Proposal identified in the Scope of Work? Or any other conflicts that we should be aware of?			
	If yes, provide details:			
4	Are you a current or former employee of Creative Associates International, Inc.?			
	If yes, specify whether current or former, and provide details:			



Annex A: Certification and Signature

I have carefully read and understand the consents, certifications and representations in this Annex A, and my questions, if any, have been answered. With my signature below, I hereby consent to and certify the following:

- I will abide by the Terms and Conditions in Attachment 2 of the Consulting Agreement during the term of my engagement with Creative Associates International, Inc.
- I understand that any and all information contained in my offer or otherwise disclosed to Creative by me before or during my engagement, if any, may be utilized for the purpose of obtaining and reviewing any necessary background information requested by Creative. I understand that if Creative engages me, it may request background checks for related purposes during the course of my engagement. I therefore consent to the release of background and performance reference information by individuals, companies and investigative organizations to Creative in conjunction with and solely for the purpose of the evaluation my offer for this consultancy and continued performance thereafter should I be duly engaged by Creative. I understand that my consent will apply throughout the term of my engagement, to the extent permitted by law, unless I revoke or cancel my consent by sending a signed letter or statement to Creative at any time. This consent will be valid for any reports that may be requested by Creative.
- I consent to allow Creative Associates International, Inc. (Creative) or any of its officers, employees or agents to check my references by contacting any person whom they deem to be an appropriate reference. I understand that these questions may be about my personal or educational background, work experience, character and personality.
- I certify the information I provided these documents is true and correct to the best of my knowledge.

Offeror Last Name _____ First _____ Middle _____

Phone Number _____

Present Address _____

City/State/Zip _____

Offeror Signature _____