



REQUEST FOR QUOTATIONS

RFQ RELEASED: June 10, 2026

QUOTATIONS DUE: June 24, 2026

Evidence Action Request for Quotations

Project: Instructional Designers to Develop Self-Paced eLearning Courses

1. About Evidence Action

Evidence Action is a global nonprofit scaling proven health and development solutions to reduce the burden of poverty for hundreds of millions of people. From fighting parasitic worms and providing millions with safe water access to enabling treatments to prevent anemia and congenital health issues, our evidence-based interventions provide the greatest impact for communities per dollar spent.

Our expertise in cost-effective programming, continuous improvement, and commitment to results has allowed us to reach more than half a billion people with our programs over the past decade. We work in nine countries and counting, with 900+ staff – and in some geographies, values-aligned partners – delivering transformative outcomes.

2. The RFQ Timeline

The RFQ will be released on:	June 10, 2026
Your RFQ response is due via email by 5 pm EDT on:	June 24, 2026

3. Background and Scope of Work

A. Background and Context

We are seeking freelance Instructional Designers to develop self-paced eLearning courses over the next 2 years. Courses are hosted on Absorb LMS. We have a preference for courses to be built in Absorb Create, however other course authoring softwares that export in a compatible format are also acceptable. Courses cover a variety of topics from policy and compliance topics (e.g. information security, asset disposal) to soft skills like prioritization, delegating, and management competencies. The goal is to help expand our course library with content that meets our organizational standards and supports staff development.

B. Scope and Key Tasks

- **Discovery:** Participate in course development kick-off meeting, review existing materials, and conduct SME interviews to define course specific learning objectives.
- **Instructional Design:** Develop outlines, scripts, and quizzes for review and seek sign-off before build begins.
- **Content Development:** Some courses have existing source materials; others will require original content development in collaboration with internal SMEs.
- **Course Build:** Build all courses either in Absorb Create or in a compatible file type (SCORM 1.2, SCORM 2004, xAPI / Tin Can, or AICC), ensuring LMS compatibility, interactivity, and quality.
- **Review & QA:** Manage structured review cycles with stakeholders; revise and QA test each course prior to handover and launch.

4. Quotation Requirements

A. Please submit a concise proposal in PDF format to rfp@evidenceaction.org and training@evidenceaction.org by Friday, June 24 covering the following:

1. Profile: Brief overview of your background and experience in instructional design, including familiarity with Absorb or comparable LMS content authoring tools. A resume or CV that clearly demonstrates experience in instructional design for LMS e-courses is acceptable here.
2. Portfolio: 2-3 eLearning course examples with a short description of the topic, audience, and tools used. At least one compliance/policy and one soft skills example preferred.
3. Approach: How you manage course design, SME collaboration, iterative review, and quality control.
4. Budget: Detailed cost breakdown — hourly or per-course rates, estimated per course, and any scope assumptions.
5. References: Two professional references from comparable engagements.

B. Quotations will be evaluated on:

1. Relevant experience
2. Qualifications
3. Technical approach
4. Cost

C. Qualifications

1. **Instructional design expertise** — Proven experience designing and developing self-paced eLearning courses, with a portfolio that reflects strong adult learning principles and engaging course design.
2. **LMS authoring proficiency** — Hands-on experience with Absorb Create or a comparable LMS-integrated authoring tool, and comfort building directly within a client's LMS environment.
3. **Compliance & policy content experience** — Demonstrated ability to translate dense policy or regulatory material into clear, accessible eLearning that drives behaviour change and accountability.
4. **Soft skills content development** — Experience designing People & Culture or professional development courses that go beyond information delivery to build skills and shift mindsets.
5. **SME collaboration** — Ability to work effectively with internal subject matter experts to extract, shape, and structure content — particularly where source materials are incomplete or undeveloped.
6. **Project self-management** — Capacity to independently manage a multi-course workload, meet iterative deadlines, and maintain consistency in quality and design across a phased engagement.
7. **Global workforce awareness** — Sensitivity to designing for a diverse, internationally distributed audience, including considerations for language clarity and cultural accessibility.

Quotations and any clarifying queries arising on the RFQ should be channeled through the following e-mail addresses: training@evidenceaction.org and RFP@evidenceaction.org. Any questions for clarification on the RFQ document or process will be responded to as received and responses will be shared with all participants via a controlled access document.

This is an invitation to offer and does not commit Evidence Action to accepting any of the quotations received or to award the contract to any of the respondents including but not limited to the lowest quotations.

Evidence Action strongly promotes free and fair competition in all its procurement in a transparent manner.

5. Overview of the Evidence Action RFQ Process

A. Quotation / Submission Format

Your submissions should be provided electronically via email to the primary contact listed on the cover page. No hard copies are required. Submissions must be in English

B. Clarification to RFQ Information

Please share any questions or concerns with the contact on the cover page regarding this RFQ or the RFQ process as soon as you have them. If you discover any ambiguity, error, conflict, or discrepancy in this RFQ you should notify us immediately. In the event that it becomes necessary to provide clarifying data or information, or to revise any part of this RFQ, those changes will be provided to all RFQ participants.

C. Award Decision

An internal review team consisting of relevant Evidence Action staff will review the quotations and evaluate them based on a common set of criteria.

6. Additional Notes

Applicants must be willing to negotiate a contract with Evidence Action in good faith and in a prompt, efficient, and cooperative manner. Any contract concluded as a result of this RFQ will be in English. Evidence Action may make any and all inquiries as to the abilities of the individuals or organization to satisfy requirements of the RFQ and to perform the work. This RFQ is not an offer to enter into an agreement with any party but rather, it is a request to receive quotes from respondents interested in providing the services specified herein. Evidence Action reserves the right to reject any or all quotes submitted and to contract in the best interests of Evidence Action. Evidence Action is not responsible for any costs or damages associated with Applicant's quotation.

Exhibit A: Terms & Conditions

Services. Company shall perform services for Evidence Action as described in the scope of work, attached hereto as Exhibit A and incorporated herein by reference ("Services"). Company represents and warrants that it has the training, experience and skills necessary to perform and deliver the Services in a professional, competent, high quality and timely manner in accordance with all applicable laws and regulations. All Services shall be provided to Evidence Action's reasonable satisfaction.

2. Term and Expiration. The term of this Agreement will commence on [date] and expire on [date] (the "Term"), unless terminated earlier as provided below. The Term may be extended by written mutual agreement of the Parties.

3. Termination.

a. Termination for Convenience: Evidence Action may terminate this Agreement for any reason upon thirty (30) days prior written notice to Contractor.

b. Termination for Cause: If either Party fails to perform its obligations hereunder or breaches any representations and warranties made herein, the aggrieved Party may, after giving the other Party seven (7) days written notice, terminate this Agreement; provided, however, that, if within the seven-day period set forth in said notice, the other Party shall cure such default to the reasonable satisfaction of the aggrieved Party, such notice shall be null and void and this Agreement shall continue in full force and effect.

c. Effective of Termination: Upon the termination or expiration of this Agreement,

i. Contractor shall promptly submit to Evidence Action all incomplete work in progress that was intended to be delivered as part of the Services, and all rights to any materials developed or provided hereunder shall belong to Evidence Action in accordance with this Agreement;

ii. Contractor shall promptly deliver to Evidence Action (1) all records, notes, and data of any nature that are in Contractor's possession or under its control and that are Evidence Action's property or relate to Evidence Action's business, including without limitation any Program Data (as defined below) and (2) any equipment and supplies that are in Contractor's possession or under its control and that are Evidence Action's property;

iii. Contractor, at no cost to Evidence Action, shall ensure that any confidential information is collected and returned to Evidence Action or destroyed within forty-eight (48) hours (and if destroyed, Contractor shall provide written certification of that destruction within forty-eight (48) hours); and

iv. For the avoidance of doubt, upon termination or expiration of this Agreement, Evidence Action shall have no further obligation to Contractor other than to compensate Contractor for services delivered and performed by Contractor, and accepted by Evidence Action, up and through the date of termination (including any approved expense reimbursements).

4. Payment Terms.

a. Contractor shall be entitled to invoice Evidence Action for the charges, expenses and/or other amounts described herein. Invoices shall be submitted to [email address] and contracts@evidenceaction.org.

b. Evidence Action shall pay all undisputed amounts invoiced by Contractor on the schedule set forth in Exhibit A or, if Exhibit A does not set forth a payment schedule, within thirty (30) days of receiving Contractor's invoice.

c. Contractor acknowledges that the amounts set forth herein shall constitute full consideration for all Services, including fees, costs and expenses of any nature whatsoever, and no other payments by Evidence Action shall be due Contractor for any reason except as agreed to in a written agreement signed by an authorized employee of Evidence Action.

d. For the avoidance of doubt, each Party is responsible for their own tax obligations in connection with the performance of their obligations under this Agreement; provided, however, that if the Contractor has the legal obligation to collect any taxes from Evidence Action (including, without limitation, for VAT), the appropriate amount must be included in the invoice to Evidence Action.

5. Timetable and Deadlines.

a. Contractor shall develop and deliver the materials in accordance with the agreed upon timetable and schedule set forth in Exhibit A.

b. The Parties agree that it shall constitute a material breach of this Agreement if any Deliverable (as defined in Exhibit A) is submitted more than one calendar week or five business days beyond the deadline set forth herein, except when such missed deadlines are a result of delays or requests by Evidence Action or when Parties have mutually agreed to extend the deadline. In such cases, Evidence Action shall have the right to terminate this Agreement as provided in Section 3(b) above.

6. Key Personnel.

a. Key personnel for each Party shall be identified and set forth in each SOW (in each case, "Key Personnel"). Without limiting paragraphs b. and c. below, all Contractor Key Personnel shall be subject to Evidence Action's prior written approval (which shall not be unreasonably denied).

b. Except as Evidence Action may otherwise agree, no changes shall be made to the Contractor Key Personnel. If, for any reason beyond the reasonable control of the Contractor it becomes necessary to replace any Contractor Key Personnel, or if the Contractor determines that the Contractor Key Personnel is unable to perform part or all the Services under this Agreement or any SOW, the Contractor shall promptly notify Evidence Action in writing and nominate a replacement with equivalent or better qualifications and experience for Evidence Action's approval (which shall not be unreasonably withheld); provided, however, that if the Contractor cannot identify an acceptable replacement within sixty (60) days of the departure of the original Contractor Key Personnel, Evidence Action shall have the right to terminate this Agreement as provided in Section 3(b) above.

c. If Evidence Action has reasonable cause to be dissatisfied with the performance of any Contractor Key Personnel, then Contractor shall, at Evidence Action's written request specifying the grounds therefore, remove such Key Personnel and propose a replacement with equivalent or better qualifications and experience for Evidence Action's approval (which shall not be unreasonably withheld). If the Contractor cannot identify an acceptable replacement within thirty (30) days of the removal of the original Contractor Key Personnel, Evidence Action shall have the right to terminate this Agreement as provided in Section 3(b) above.

7. Subcontracting. a. Except as may be expressly identified and agreed in advance in any SOW, the Contractor shall obtain Evidence Action's prior written consent to subcontract any Service, in whole or in part, to a third-party subcontractor or service provider, including without limitation any affiliate of the Contractor. b. If approved, the Contractor shall ensure that any third party subcontractor or third party service provider that provides any part of the Services under this Agreement shall: (i) not be listed (nor shall any of its officers, directors, or employees be listed) on any applicable sanctions or debarment lists (including the sanction program maintained by the US Treasury OFAC office), and (ii) comply with all material terms and conditions of this Agreement (or substantially similar requirements). c. For the avoidance of doubt, the Contractor shall retain responsibility for the provision to Evidence Action of any Services regardless of whether such Service is performed by a third party subcontractor or third-party service provider.

8. Insurance. The work to be performed under this Agreement shall be performed entirely at the Contractor's risk. The Contractor shall carry appropriate insurances consistent with industry standards and best practices throughout the Term of this Agreement, including without limitation workers' compensation and hazard and liability insurance coverage written on an occurrence basis.

9. Confidentiality.

a. Contractor shall treat all material developed or provided by either Party in connection with the Services as strictly confidential, and shall not use, disclose or permit to be used or disclosed such materials at any time prior to or after the termination of this Agreement, except in the performance of the Services or as specifically permitted in writing by Evidence Action, whether Contractor has such information in its memory or it is embodied in writing or other form. Without limiting the foregoing, Contractor shall keep strictly confidential any information relating to the business or mission of Evidence Action, its officers, directors, affiliates or employees if such information could reasonably be construed as confidential and was obtained in the course of Contractor's providing services to

Evidence Action. Upon expiration or termination of this Agreement, Contractor shall promptly return to Evidence Action all confidential information regardless of format or medium or destroy such material, as Evidence Action directs. Contractor acknowledges and agrees that it is responsible for its personnel and other representatives' compliance with and adherence to these confidentiality obligations.

b. "Confidential information" shall not include information (a) which is or becomes generally known or available by publication without violation of this Agreement; (b) which was known by the receiving Party before receipt from the disclosing Party as shown by the receiving Party's written records; (c) which is independently developed by the receiving Party without use of or access to the disclosing Party's Confidential Information as shown by the receiving Party's written records; or (d) which is lawfully obtained from a third-party that has the right to make such disclosure as shown by the Receiving Party's written records.

c. For the avoidance of doubt, the Contractor's obligations under this Section 9 shall survive the termination or expiration of this Agreement and any SOW.

10. Ownership.

a. Contractor shall produce or develop materials and supporting data under this Agreement (the "Work Product") as a "work for hire" as defined under United States copyright law specially ordered and commissioned by Evidence Action. As such, Evidence Action is the exclusive owner and retains all right, title and interest in the Work Product, including all drafts, versions, writings notes, reports, results, materials, studies, photographs, software, application, website, drawings, designs.

b. If it is determined that the Work Product does not qualify as a "work for hire" as set forth above under United States copyright law, Contractor hereby unconditionally and exclusively assigns all right, title and interest, including but not limited to copyrights and other intellectual property rights, in and to all Work Product, including all drafts, versions, writings, notes, reports, results, materials, studies, photographs, software, application, website, drawings, designs to Evidence Action and its successors. Contractor hereby agrees to execute any documents necessary to perfect such assignment and/or register said copyrights. Upon request from Evidence Action, Contractor shall deliver to Evidence Action

(a) all tangible copies (including digital copies) of any Work Products supporting data or material not delivered to Evidence Action pursuant to this Agreement, and (b) any further documentation of Evidence Action's ownership as provided herein. Contractor may use the Work Products, supporting data and material only with the prior written approval of Evidence Action, and any use shall include an acknowledgment that the material used is the property of Evidence Action.

c. Except to the extent expressly required by the terms of the applicable SOW and subject to Section 12 (Program Data), the Parties acknowledge and agree the Work Product(s) shall not contain any information that, either individually or when combined with other information, could be used to distinguish or trace an individual's identity, such as their name, address, telephone number, identification number, data and place of birth, mother's maiden name, account information, biometric records, educational records, financial transactions, medical history, criminal history, employment history, or other similar information ("Personally Identifiable Information" or "PII").

d. Without limiting paragraph (c) above and in all cases subject to Section 13 (Program Data), the Parties agree that any PII (i) shall not be made available in the public domain or to any other person or entity aside from the Parties, (ii) may not be included in any publication, even though PII may form the basis of the analysis included in a publication, and (iii) if any Work Product contains PII in accordance with the applicable SOW and paragraph (c) above, such Work Product shall be modified to anonymize any PII prior to any publication and/or public release.

11. Use of Evidence Action Intellectual Property. Contractor shall not use Evidence Action's name, logo or other intellectual property in any way without prior written consent from Evidence Action, except to the extent the services performed contemplates their inclusion in any final Work Product. Any use of Evidence Action's intellectual property is subject to Evidence Action's prior written approval.

12. Program Data. The Contractor acknowledges that agreements executed separately between Evidence Action and governments of the countries in which Evidence Action works address the ownership, sharing and management of data collected and generated through the implementation of Evidence Action's programs in those countries (collectively, "Program Data").

a. To the extent Evidence Action shared such Program Data with Contractor in connection with this Agreement or any SOW, the Contractor agrees:

i. to use and manage all Program Data with the utmost integrity and ethical criteria, ii) to not share such Program Data with any third-parties except as may be approved in writing by Evidence Action; to store Program Data in compliance with all applicable national and local laws, policies, and regulations, iii) to maintain sufficient administrative, technical, and physical safeguards to protect the

confidentiality of the Program Data and to prevent unauthorized use or access to it; iv) to the extent such Program Data includes personally identifiable information ("PII"), to ensure appropriate technical and organizational measures are taken against unauthorized or unlawful processing of PII and against accidental loss or destruction of, or damage to, PII; and v) to maintain policies and procedures that are compliant with applicable national and local laws designed to protect the privacy, confidentiality and security of any PII collected or processed in connection with performing its responsibilities under this Agreement or any SOW.

13. System Security. Contractor warrants that it shall implement all reasonable industry standard best practices and products to prevent intrusion, attack, data leak, and computer virus infection and preserve the integrity of the Evidence Action's confidential information including all

sensitive, personal and system information on systems and in databases maintained by Contractor and in transfer to or from Contractor (including but not limited to using industry standard encryption technology). Contractor shall ensure that the confidential information it stores is not susceptible to intrusion, attack, data leak, or computer virus infection. Contractor shall notify Evidence Action in writing within five (5) hours after Contractor knows there has been an intrusion, attack, computer virus infection or loss of system or database integrity.

14. Independent Parties. The Parties do not intend that anything in this Agreement or in its performance be construed to create an employer-employee relationship, partnership, agency, joint venture, joint employer or franchise relationship between the Parties. All activities set forth in this Agreement shall be performed by Contractor and Evidence Action as independent parties. Contractor shall perform the Services with Contractor's own equipment and supplies. Neither Party shall have authority to contract for or bind the other Party and shall not incur obligations or liability for the other Party. Under no circumstances shall any employee of either Party be deemed or construed to be an employee or agent of the other Party. Each Party shall ensure that its agents comply with the terms of this Agreement. Each Party shall be responsible for all of its own costs and expenses associated with its performance under this Agreement. Evidence Action is not responsible for payment of any taxes, insurance or benefits for Contractor or its subcontractors, personnel or agents.

15. Representations and Warranties. Without limiting any other representations and warranties contained herein, Contractor represents and warrants that as of the Effective Date and upon the effectiveness of each SOW: (a) it is duly organized and validly existing in the jurisdiction in which it is organized and is authorized to do business under the laws of each jurisdiction in which it engages in activities; (b) it has the legal capacity, authority, training, experience and skills necessary to enter into, and perform its obligations under, this Agreement in a professional, competent, high quality and timely manner in accordance with all applicable laws and regulations and applicable industry standards and best practices; (c) it shall not infringe the intellectual property rights of others in the performance of this Agreement and that any Work Products produced in connection therewith, are original to the Contractor and do not infringe the intellectual property or other rights of others; (d) it is aware of no legal, contractual, or other restriction, limitation, or condition that might materially affect adversely its ability to perform its obligations under this Agreement; (e) no litigation, arbitration, or administrative proceeding that is reasonably likely to have a material adverse effect on the Contractor's ability to meet its obligations under this Agreement is currently threatened against or affecting the Contractor; (f) all material information provided by the Contractor with respect to this Agreement and the Services is true, correct and complete to the best of the Contractor's knowledge, and may be relied upon by Evidence Action; (g) neither the Contractor nor any of its employees or consultants has business, professional, personal, or other interest, including, but not limited to agreements with other organizations, that would conflict in any manner or degree with the performance of its obligations under this Agreement; and (h) it is not insolvent, over-indebted or wound up, its affairs are not administered by a court, it has not entered into an arrangement with creditors, it has not suspended business activities or is in any analogous situation arising from a similar procedure under the laws and regulations applying to it, and no insolvency proceeding or similar proceedings have been opened against it or its assets.

16. Indemnification. Each Party shall indemnify, defend and hold harmless the other Party, its officers, directors, members, employees and agents from and against any and all claims, demands, suits, costs, liabilities, losses and expenses (including reasonable attorneys' fees) arising out of or in connection with

(a) the Services or any Work Products provided hereunder, (b) any negligent or intentional acts or omissions of such Party or any of its officers, directors, employees, or agents; (c) the inaccuracy or breach of any of the covenants, representations, obligations and warranties made in this Agreement; and (d) any action by a third party against Evidence Action or its affiliates or representatives relating to the Work Product, supporting data or materials. The indemnified party shall provide prompt written notice to the indemnifying party of any actual or threatened claims arising pursuant to this Section.

17. Compliance with Laws.

a. Contractor represents, warrants, and agrees that, in connection with the transactions contemplated by this Agreement, it has or shall obtain, at its own expense (except to the extent otherwise explicitly stated in this Agreement) any permits or licenses required for the provision of services under this Agreement.

b. Each Party shall comply with all applicable statutes, laws, ordinances, rules, regulations, court orders, and other governmental requirements in which each is organized or authorized to do business, including any applicable anti-bribery laws (each an "Applicable Law") which are applicable to the work to be done under this Agreement (in each case, an "Applicable Law"). Contractor shall not take any actions that might cause Evidence Action to be in violation of any of such Applicable Laws.

c. Both Parties represent and warrant that they shall not make, offer, promise, authorize, request, receive or accept, nor have made, offered, promised, authorized, requested, received or accepted any payment, gift, or transferred any other thing of value, whether directly or indirectly, to or for the use or benefit of anyone, to improperly obtain, retain, or direct business or secure an improper advantage (collectively, "Improper Conduct") or shall take or have taken any other action, directly or indirectly, to violate any applicable laws and regulations prohibiting public or commercial bribery, extortion, kickbacks, money laundering, terrorist financing, or other unlawful or improper means of conducting business, including in violation of any US sanctions or embargo laws and regulations (collectively, "Anti-Corruption Laws, Rules, and Regulations") in connection with any transactions or business related to this Agreement.

d. Both Parties, in connection with any transactions related to this Agreement, understand their obligations under Anti-Corruption Laws, Rules, and Regulations and their obligation to not engage in Improper Conduct, and have taken appropriate steps to ensure compliance with those obligations.

18. Contractor Expectations.

a. Evidence Action supports and contributes to maintaining a professional working environment, which is free from all forms of harassment and discrimination, and expects the same from Contractor. Contractor shall not engage in any conduct that fails to respect the dignity of its staff or subcontractors, and agrees to comply with the provisions of all US federal and state laws and regulations, and/or other applicable laws, relating to anti-harassment, equal employment opportunity and non-discrimination laws, that are applicable to its performance of the Agreement.

b. Contractor shall not employ child labor. Where Contractor must interact with children in the course of delivering services, Contractor is committed to safeguarding children from abuse and exploitation and shall not take any action or refrain from acting in a way that would put a child at risk of potential child abuse.

c. Contractor shall report any child abuse concerns to Evidence Action and/or law enforcement or other governmental authorities. Contractor shall cooperate honestly, fully and confidentially in any investigation of concerns or allegations of child abuse.

d. Whenever applicable, Contractor shall comply with Evidence Action's Ethical Storytelling and Consent policies. Without limiting the foregoing, The Contractor shall always obtain appropriate consent from children (or their parents/guardian for young children) before taking images (e.g., photograph, video) of them. Respect their decision to say no to having an image taken. Ensure that any images taken of children are respectful (e.g., children should be appropriately clothed and images taken should not be sexually suggestive or in any way impact negatively on their dignity or privacy). Stories and images of children should be based on the child's best interest.

e. Contractor shall ensure that there is no human trafficking associated with its programs or operations, and the programs and operations of any third party subcontractors or service providers providing any portion of the Services.

19. No Assignment. Neither Party shall assign any rights or obligations under this Agreement.

20. Governing Law. This Agreement shall be interpreted, governed by and construed in accordance with the laws of the District of Columbia without giving effect to any conflict of law rules that would make the law of another jurisdiction applicable. Any claim or cause of action arising out of this Agreement shall be adjudicated exclusively in the courts of the District of Columbia, and the Parties hereby submit to personal jurisdiction in such courts.

21. Dispute Resolution and Arbitration.

a. The Parties shall use their best efforts to promptly settle through direct negotiations any dispute, controversy, or claim arising out of or in connection with this Agreement or any SOW. Such discussions shall continue for no less than thirty (30) days.

b. In the event the Parties are unable to resolve a dispute, controversy or claim under the internal escalation process described above, such dispute, controversy or claim shall be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with the AAA's Commercial

Arbitration Rules and Mediation Procedures. The place of arbitration shall be the District of Columbia and shall be conducted in English before a single arbitrator appointed by the AAA in accordance with the Rules. Notwithstanding anything to the contrary herein, either Party may seek injunctive relief in a court of competent jurisdiction to prevent irreparable harm from occurring at any time. Each Party shall bear its own cost of prosecuting or defending the arbitration (excluding any attorneys' or other professional fees). This agreement to arbitrate shall be specifically enforceable in any court having jurisdiction thereof. Any award issued by the arbitrator pursuant to any arbitration shall be final and binding upon the parties, and judgment may be entered upon in accordance with applicable laws in any court of competent jurisdiction.

22. Force Majeure. Neither Evidence Action nor Contractor shall be liable for failure to perform under this Agreement or any SOW if such failure is caused by act of God, fire, flood, strike, labor dispute, riot, natural disaster, insurrection, war, threat or terrorist activities, curtailment of transportation, epidemic, pandemic, or similar outbreak of communicable disease, or any cause beyond the control of Evidence Action and Contractor making it inadvisable, illegal, or impossible, for the parties to perform, whether or not similar to the causes herein specifically mentioned. Performance may be excused without penalty for any one or more of such reasons by written notice from one Party to the other within seven (7) days of such Party becoming aware of the force majeure event. If any force majeure event continues for more than three (3) months, either Party may elect to terminate this Agreement by written notice.

23. Notices: All Agreement notices required or permitted under this Agreement shall be in writing (and may be given electronically) and sent to the Party at the addresses provided below. Notice shall be deemed given upon receipt.

24. General Terms. This Agreement shall become binding when signed by the Parties and constitutes the entire agreement between the Parties on the subject matter hereof and supersedes all prior and contemporaneous agreements and statements, of the Parties, whether written or oral. This Agreement may be amended only by a written agreement signed by both Parties. The provisions in this Agreement that by their nature are intended to survive expiration or termination of this Agreement shall survive including but not limited to the ownership, indemnification and confidentiality provisions. Either Party's waiver of, or failure to exercise, any right provided for herein shall not be deemed a waiver of any further or future right under this Agreement. If any provision of this Agreement is deemed invalid or unenforceable, the other provisions herein shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement. Facsimile and electronically scanned signatures on this Agreement shall have the same force and effect as an original signature. Unless otherwise stated, all references to "days" in this Agreement shall mean calendar days; provided that if a deadline falls on a weekend or U.S. federal holiday, the next business day shall be the applicable deadline. Any Exhibits, Schedules or Annexes referenced or attached to this Agreement are integral parts of this Agreement and are incorporated herein by reference. The captions contained in this Agreement are for reference and convenience only and may not be used to interpret the provisions or intent of this Agreement.