

THE INNOVATION VILLAGE
REQUEST FOR PROPOSAL (RFP)

FOR

VENTURE CAPITAL FUND MANAGER

Effective Date: 08 January 2021

Version 1.0

Table of Contents

| | |
|--|-----------|
| I. BACKGROUND | 3 |
| A. OVERVIEW | 3 |
| B. PURPOSE OF RFP | 4 |
| II. ACRONYMS/DEFINITIONS | 4 |
| III. SCOPE OF WORK | 7 |
| A. FIRM BACKGROUND | 7 |
| B. DEVELOPMENT OF INVESTMENT PLAN | 8 |
| C. KNOWLEDGE TRANSFER (E.G. MARKETING, NETWORKING AND TRAINING INITIATIVES) | 10 |
| D. INVESTMENT MANAGEMENT SERVICES | 10 |
| E. INVESTMENT COMPLIANCE | 10 |

I. BACKGROUND

A. OVERVIEW

One of The Innovation Village's key objectives in implementing the Next Wave Program of the MasterCard Foundation is to accelerate Uganda's economic recovery by tapping into private capital from domestic and foreign investors through the creation of investment Fund(s) that enable access to patient financial capital (including grant, equity) for entrepreneurs.

The objective of the Fund(s) is to:

- (i) Enhance the nation's economic growth by developing Ugandan businesses in high impact sectors
- (ii) Empower Ugandan businesses to push the boundaries of innovation

The target sectors of the Fund(s) will include amongst others Edutech, Agritech, Fintech and Healthcare.

Designed with a public and private collaborative structure in mind, the Fund(s) shall be positioned to attract local and foreign private capital investment into promising start-ups, small & medium-sized enterprises (SMEs) through a capital-matching programme.

The Fund(s) shall raise and allocate funding totalling USD 20 million that will be sourced from domestic and international investors.

The Fund(s) will begin by investing across four (4) main categories of the venture capital lifecycle, namely:

- This fund is specifically dedicated as a start-up launchpad by co-creating companies or providing seed capital to early-stage start-ups.

- Invest in post-revenue companies that have passed the ideation stage and ready to scale up.

- The expansion stage for a company, after Series A/B.



- Specifically dedicated fund to provide short/mid-term financing for early, mid, and late-stage companies, which are usually not covered by the banks.

A dedicated structure shall be established to ensure proper governance, transparency and close monitoring of funds disbursed under Fund(s).

B. PURPOSE OF RFP

The purpose of this RFP is to furnish information to the applicant to:

- (i) Match investments with the Fund(s)
- (ii) Manage the allocated Investment Fund(s)

The RFP is not intended to define the proposed contractual relationship between the LP and the successful GP(s). The Innovation Village reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received and to accept any portion of a proposal or to defer a new fund.

The Innovation Village expects applicants to propose creative, competitive solutions to Fund(s) stated need. Please be aware that no pre-determinations have been made by The Innovation Village, regarding a preferred applicant, nor does any company that submits a proposal have any pre-existing advantage or disadvantage based on that firm's size, or any previous discussions with The Innovation Village.

The Innovation Village reserves the right to limit the Scope of Work prior to award, if deemed in the best interest of the Fund(s).

II. ACRONYMS/DEFINITIONS

For the purposes of this RFP, the following acronyms/definitions will be used:

| | |
|------------------|---|
| Awarded Tenderer | The firm/ individual that is awarded and has an approved contract with The Innovation Village for the services identified in this RFP |
| Applicant | Organisation/ individual submitting a proposal in response to this RFP. |
| Board | Board of directors of The Innovation Village Kampala Limited |
| GP | General Partner (GP) is the venture capital partner of the management company. |
| IMA | Investment Management Agreement |
| Investment Fund | Allocated portion of the Fund(s) to the Awarded Tenderer |
| IRR | Internal Rate of Return |
| FIA | Financial Intelligence Authority |

| | |
|-----------------------------|--|
| LP | Limited Partners (LPs) is the party who commits capital to the venture fund. |
| LOI | Letter of Intent - notification of The innovation Village's intent to award a contract to applicant, pending successful negotiations; all information remains confidential until the issuance of the formal notice of award |
| May | Indicates something that is not mandatory but permissible. |
| TIV | The Innovation Village Kampala Limited |
| RFP | Request for Proposal - a written statement which sets forth the requirements and specifications of a contract to be awarded by competitive selection. |
| CMA | Capital Markets Authority of Uganda |
| Should | Indicates something that is recommended but not mandatory. If the applicant fails to provide recommended information, The Innovation Village may, at its sole option, ask the applicant to provide the information or evaluate the proposal without the information |
| Tender Evaluation Committee | An independent committee setup to evaluate and score proposal(s) submitted to the RFP. |
| Trade Secrets | Means information, including, without limitation, a formula, pattern, compilation, programme, device, method, technique, product, system, process, design, prototype, procedure, computer programming instruction or code that: derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other person who can obtain commercial or economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. |

| | |
|-----------|---|
| <p>VC</p> | <p>VC includes the following:</p> <ul style="list-style-type: none"> <li data-bbox="630 254 1484 554"> <p>(i) Venture Capital Corporation (VCC) or Venture Capital Management Corporation (VCMC)</p> <p>means a VC fund or corporation that manages the investment in securities of venture corporations for the purposes of seed capital financing, start-up financing or early-stage financing; and includes a corporation undertaking Islamic venture capital activity;</p> <li data-bbox="630 590 1510 848"> <p>(ii) Venture Capital firms</p> <p>means “equity, near-equity and seed capital financing, including, without limitation, early stage research and development capital for start-up enterprises, and other equity, near-equity or seed capital for growth and expansion of entrepreneurial enterprises.”</p> <li data-bbox="630 884 1516 1415"> <p>(iii) Private Equity Corporation (PEC) or Private Equity Management Corporation (PEMC)</p> <p>means a private equity fund or corporation that manages the investment in securities of venture corporations for the purpose of- (a) providing medium to long-term capital investment in the venture corporation; or (b) financing to fund growth, development, business improvement or buy-outs of the venture corporation; and includes a corporation undertaking Islamic private equity activity;</p> |
|-----------|---|

III. SCOPE OF WORK

The construction of the Fund(s) requires additional skills and knowledge of entrepreneurial culture in Uganda. Some of the skills required of such a manager would include:

- Matching of opportunities in Uganda with the design of the programme and an understanding of Uganda’s comparative advantages and disadvantages
- For foreign investors to provide technical knowledge transfer to local partners and fellow Ugandans.

The Board believes that the nature and decision-making process involved should follow standard investment fund management approach in which the investment fund manager screens for and builds a programme. Accordingly, the awarded tenderer would need to provide the following services in building a venture capital investment programme in Uganda, as following:

A. FIRM BACKGROUND

1. Awarded tenderer should establish a Ugandan presence, preferably by establishing an office(s) in Uganda to be staffed on full-time basis by employees who actively seek opportunities for investments in businesses locally. The selected tenderer should be available to coordinate and direct requests for funding from interested businesses in Uganda to the underlying fund managers.
2. The Innovation Village will only match up to 1% of the proposed fund size, once the money has been raised by the foreign / local partners’ LPs.
3. Awarded Tenderer must comply with the relevant entry requirements below:

| VC Firm/ Fund Type | Definition | | Requirement |
|---|---------------------------|------------------------------|--|
| | Setu p | Ownership | |
| Local GP (established or otherwise) | Domiciled in Uganda | Fully owned by Ugandan(s) | • Licensed as a fund manager with the Capital Markets Authority or given six (6) months grace period to complete registration from Letter of Award |
| Foreign GP (Incorporated) | Foreign | Foreign | • Must have a local partner: o Domiciled in Uganda |



| VC Firm/ Fund Type | Definition | | Requirement |
|--|-------------------------------------|-----------------|--|
| | Setup | Ownership | |
| | | | <ul style="list-style-type: none"> • Shall include knowledge transfer plan in proposal to local GP |
| Co-GP Entity (Unincorporated) | Partnership domiciled in Uganda and | Local & Foreign | <ul style="list-style-type: none"> • Investment team must be in Uganda, with at least two (2) experienced investment personnel • One (1) of the Co-GP Entity must be registered as VCC/ VCMC/ PEC/PEMC with CMA • Or given grace period to complete registration from Letter of Award |
| Fund (e.g. SPV conduit, partnership, etc.) | Preferably domiciled in Uganda | - | <ul style="list-style-type: none"> • Fund must be newly setup because The Innovation Village will not invest into existing fund |

4. The Investment Fund(s) is permitted reinvestment into companies already invested by GPs or LPs, provided they are not divesting holdings in these companies.
5. The Investment Fund(s) is required to be invested in locally domiciled fund. Investment funds must to be registered with SC or LFSA. GPs are allowed flexibility on legal structure and term for other LPs requirements.

B. DEVELOPMENT OF INVESTMENT PLAN

1. Awarded Tenderer shall align the investment plan with Investment Fund strategy, and hence aim for a broad diversification and appropriate asset allocation with investments in a variety of categories that are all wrapped into one portfolio.

2. Awarded Tenderer shall perform market research to determine probable deal flow in Uganda and to scale the amount of investments in each sub-asset class to the number of funds and/or qualified businesses available.
3. Awarded Tenderer shall indicate the investment sector focus, VC lifecycle and provide a plan for target investment period of at least 5 years. The plan must adhere to the following criteria:

| VC Stages | Indicative Ticket Size | Special requirement on Investee Co. Setup |
|--------------------|------------------------|--|
| Seed / Co-creation | USD 5,000 – 50,000 | <p>100% local companies >51% shareholding held by Ugandans <50% shareholding held by Ugandans*</p> |
| Series A / B | USD 50,000 – 150,000 | |
| Growth | USD 150,000 – 500,000 | |
| Venture Debt | USD 50,000 – 200,000 | |

* *Must clearly demonstrate that their investment will bring benefits to the Ugandan economy as this is part of the The Next Wave plan for job creation, training and access to economic engagement.*

4. Awarded Tenderer shall highlight the fund’s development aspect benefit to Uganda’s economy, e.g. talent development, employment/job creation, training, knowledge transfer, access to economic engagement etc.
5. Awarded Tenderer shall establish a comprehensive screening criterion on potential investee companies.
6. Awarded Tenderer shall establish a comprehensive risk framework to govern the investment to include but not limit to the following areas:
 - Market risks, e.g. microeconomic, interest rate, currency, financial market, political stability, country sovereign, tax regulation, money repatriation, legal & regulatory, environmental, social and governance (“ESG”), etc.
 - Portfolio company risks, e.g. concentration of portfolio companies, exposure to a single portfolio company risk, portfolio company operational control risk, portfolio company strategic implementation, business environment, conflict of interest, etc.
 - Internal risks, e.g. funding, liquidity, reputational, shariah compliance, sub-asset class concentration, vintage, strategy, talent attraction & retention, execution, operational control, independence, etc.
7. Awarded Tenderer shall demonstrate through the selection of venture capital funds, help create a “pipeline” in which start-up businesses can seek funding

from the start-up and early venture capital stage to the growth and expansion capital stage.

8. Awarded Tenderer shall promote the investment of funds in qualified investee companies that seek to have:
 - result in return of investments;
 - intent to increase economic development and employment in Uganda
9. Expiration date of TIV's commitment is six (6) months from date of approval. Awarded Tenderer must setup the fund(s) within this period or apply for an extension of time for up to three (3) months, subject to approval and discretion of the Board.

C. KNOWLEDGE TRANSFER (E.G. MARKETING, NETWORKING AND TRAINING INITIATIVES)

1. Awarded Tenderer shall work to develop relationships with key stakeholders, including government, educational, corporate, entrepreneurial, and private equity/ venture capital organisations; work to foster cooperation among these key stakeholders.
2. Awarded Tenderer shall work with venture capital and entrepreneurial organizations to organize forums and conferences.
3. Awarded Tenderer who are Foreign VCs shall explain the approach and method to be adopted to ensure that there is sufficient technical knowledge transfer to local partners and Ugandans.
4. Awarded Tenderer shall prepare and report progress of knowledge transfer execution plan, on quarterly basis to TIV.

D. INVESTMENT MANAGEMENT SERVICES

1. Awarded Tenderer shall perform the selection of investee companies.
2. Awarded Tenderer shall perform appropriate direct and co-investments selection.
3. Awarded Tenderer shall negotiate and execute partnership agreements with other investors
4. Awarded Tenderer shall perform the management of the day-to-day activities of the programme.
5. Awarded Tenderer shall perform investment accounting and report periodically to The Innovation Village as part of fund monitoring and performance evaluation.
6. Awarded Tenderer shall hold at a minimum, quarterly Investment Committee meetings to discuss and manage the operation of the fund(s).

7. Awarded Tenderer shall execute investment decisions based on agreed guidelines.
8. Awarded Tenderer shall review the performance of any investment made, including any strategic investments identified by TIV.
9. Awarded Tenderer shall leverage the use of technology in managing the investment.

E. INVESTMENT COMPLIANCE

1. Awarded Tenderer shall ensure that businesses (i.e. Investee Companies) receiving venture capital investments continue to comply to the following criteria:

| VC Stages | Indicative Ticket Size | Special requirement on Investee Co. Setup |
|--------------------|------------------------|---|
| Seed / Co-creation | USD 5,000 – 50,000 | 100% local companies >51% shareholding held by Ugandans <50% shareholding held by Ugandans* |
| Series A / B | USD 50,000 – 150,000 | |
| Growth | USD 150,000 – 500,000 | |
| Venture Debt | USD 50,000 – 200,000 | |

* *Must clearly demonstrate that their investment will bring benefits to the Ugandan economy as this is part of the The Next Wave plan for job creation, training and access to economic engagement.*

2. Awarded Tenderer must clearly demonstrate that their investment bring benefits to the Ugandan economy.

F. ADMINISTRATIVE FUNCTIONS

1. Awarded Tenderer shall setup an Investment Committee for the fund(s) with the primary authority on developing the fund’s investment objectives and policies on investing. The Innovation Village must be given one (1) seat in each fund’s investment committee.
2. Awarded Tenderer shall provide data on tangible benefit with regards to Uganda economy.

IV. MANDATORY CRITERIA

Applicant must meet the following minimum qualifications. Failure to meet these minimum qualifications will result in the Proposal’s disqualification.

1. The Applicant **OR** one of the firm’s principals must have at least ten (10) years’ experience as an investment fund manager of private equity funds or comparable institutional investment experience in private equity or related investment field.

2. The Applicant must be registered with the Capital Market Authority within six (6) months from appointment. Foreign VCs are required to partner with local VCs that are 100% owned by Ugandans and registered with the Capital Markets Authority.
3. The local Applicant must be significantly - owned by Ugandans and registered with the Capital Markets Authority of Uganda. Local VCs who have yet to be registered will be given a six (6) month grace period to complete the registration.
4. The Applicant must be registered to conduct business in Uganda or become duly qualified to do business in Uganda as a foreign business entity before a contract can be executed.
5. The Applicant shall adhere to TIV's standard IMA contract form, although minor modifications may be considered.
6. The Applicant selected must demonstrate its capability in tracking investment performance and the collateral benefits of its investments.
7. The Applicant must demonstrate fund management experience.

In your cover letter transmitting your RFP response, please re-type the above mandatory requirements and indicate your acceptance of all the above with a signature by an authorised representation of the firm.

V. SUBSTANTIVE SCORED QUESTIONS

Read thoroughly before formulating a response. Failure to comply with instructions, format requirements, and/or other requirements may result in your response being classified as “unresponsive.” Please restate the question followed by your response.

A. FIRM BACKGROUND

1. Company ownership (sole proprietor, partnership, etc.)
 - Incorporated companies must identify the domicile country in which the company is incorporated and the date of incorporation
2. Describe the nature of your firm and its primary business activities (i.e., the primary sources of revenue by major business unit categories and respective percentages), its legal structure, and the year the firm was founded.
3. If your firm is part of a larger organisation, please describe your firm's relationship to the parent organisation and describe any influence or authority of the parent organisation over the decision-making process of your firm.
4. Provide an organisational chart of the entire organisation and how it fits into the entire organisation and include the most recent financial statements (audited preferred) for your firm/parent organisation, and include as Exhibit A.

5. List your firm's key professionals in order of importance to the The Innovation Village relationship.
Identify with an asterisk (*) after the names of those who will be assigned to the Programme account. A minimum of (two) 2 fund managers assigned to this programme where applicable. Provide detailed biographies including a description of present responsibilities, the number of funds and total assets being managed for each person identified.
6. Provide assets under management (AUM) and percentage of total firm revenues broken down by product category, and by discretionary versus non-discretionary accounts. Please highlight your private equity experience (including venture capital and all sub-asset classes of private equity).
7. Has your parent organisation, firm, or any of the partners/key professionals been involved with any contract failures, contract breaches, or any civil or criminal litigation in the past five years? If so, please provide an explanation and the current status of such litigation. [NOTE: FAILURE TO DISCLOSE ALL INFORMATION MAY RESULT IN THE REJECTION OF YOUR PROPOSAL]
8. Please disclose any prior or ongoing disciplinary action by regulators or alleged significant prior or ongoing investigation pending which involves the applicant or tenderer's partners/key professionals in the last five years. [NOTE: FAILURE TO DISCLOSE ALL INFORMATION MAY RESULT IN THE REJECTION OF YOUR PROPOSAL.]

Please disclose the nature of any business, contractual relationship and direct close family relationship you now have or have had with any current The Innovation Village Board member, Investment Panel and staff.
10. Financial information and documentation below to be included:
 - Tax Identification Number
 - last two - (2) years and current year interim Profit and Loss Statement
 - last two - (2) years and current year interim Balance Statement

B. INVESTMENT PROGRAMME EXPERIENCE

1. Describe your organisations' investment experience and approach as an Investment Fund Manager. List all Fund(s) your firm has managed as investment manager.

If your firm has relatively little or no experience managing funds, but management personnel assigned to this account do, list that experience.
2. Describe your approach or business model for building and customising this kind of programme for clients and approximate timeframes for fulfilling each phase. Where you have experience, provide examples and descriptions of other investment funds: the year they were initiated, progress made-to-date,

and discuss the successes and challenges (and how those challenges were addressed).

3. Describe your experience(s) in other applicable activities (e.g. fund raising, etc.)

C. APPROACH

1. Describe the challenges of (a) initiating and (b) operating the fund. What issues might be encountered in developing an investment fund and explain what measures you might initiate to mitigate these issues. From the commencement of the fund(s) describe in detail the various phases of organising and establishing the fund(s) until the point of committing capital to the first fund. Also describe the kinds of ancillary activities your firm will pursue during the entire span of the commitment period to better ensure fund(s) success.
2. What can The Innovation Village expect to see in terms of the overall IRR and capital multiple at the end of the life of the Programme. How does your firm set an expected “hurdle rate” or expected IRR for the Programme?
3. Market Research
 - What research has your firm performed or will perform if engaged by The Innovation Village to determine the viability of Ugandan venture capital and start-up community?
4. Has your firm already identified potential investment opportunities for the Programme? If so, please name any candidate companies or opportunities in the pipeline and/or the number of investment opportunities.
5. Knowledge Transfer (E.g. Networking/Mentoring/Marketing Duties)
 - Describe your experience in providing networking and marketing initiatives in which you have acted as fund manager for an investment programme.
 - Describe how will you increase the visibility of the Programme
 - Discuss any marketing and networking initiatives you have used with other clients and any marketing initiatives you may feel are appropriate for ensuring interest in the Programme
 - Describe mentoring method to your local GP
 - Describe how will you report the knowledge transfer outcome(s) to TIV
6. What distinguishes your firm’s investment programmes (including value-added benefits) over your competitors?

D. PERFORMANCE/REPORTING

1. Please show the performance of each of your previous or current investment programmes.
2. Do you have any internal policies, or have you adopted any industry-standard guidelines in determining valuations? Describe your firm’s requirements for how and when portfolio companies and funds are valued.
3. What criteria will you use to evaluate the success of the investment programme? What benchmark(s) will you use (if any), how are they chosen, and how are they constructed and/or calculated?
4. Reporting: Please provide at least one sample report of performance and/or management reports you would provide to the Board. If this differs from reports provided to the public or on a website, please provide those public reports as well.

VI. SUBMITTAL INSTRUCTIONS

1. Tenderer shall express intent to participate to The Innovation Village no later than the date stipulated the RFP time table
2. Tenderer shall submit all clarification questions by emailing to <finance@innovationvillage.co.ug> with “RFP For VC Fund Manager Clarification” in the subject line. Tenderer shall submit all questions by the deadline specified in RFP timetable below.
3. Tenderers shall submit their response in parts as designated below:

- Part I: PROPOSAL

Declaration of Mandatory Requirement (refer to Section VI. Mandatory Requirement)

Response to Section V. Substantive Scored Question

Other supplementary information

- Part II: Fee Structure (refer to Attachment 2)

All submission MUST be provided in the form of PDF and Excel compatible format.

4. Any Trade Secret information should be labeled as “CONFIDENTIAL”
5. Upon completion of this RFP, applicant shall submit RFP response to the following

| RFP Submission Requirement | Attention to: |
|---------------------------------|---|
| ONLY electronic copies shall be | RFP For VC Fund Manager Tender Box |

received submitted to: The Innovation Village
Plot 31 Ntinda - Kisaasi Road Ntinda
Shopping Complex,

Note: Opening hours for submission is on weekdays, 9.00AM – 5.00PM (Uganda Time) during the submission period

6. In the event of any discrepancy between the Hardcopy and Softcopy, the Hardcopy will take precedence.
7. RFP timetable:

| Activity | Date | Time |
|--|------------------------|--------------------|
| Release of RFP | 11 January 2021 | 12:00 PM EAT |
| Deadline for submitting Tender Clarification questions | 15 January 2021 | 2:00 PM EAT |
| Deadline to respond with intent to participate | 20 January 2021 | 2:00 PM EAT |
| The Innovation Village to publish all Tender Clarification answers | 22 January 2021 | 2:00 PM EAT |
| Deadline to submit RFP | 25 January 2021 | 5:00 PM EAT |
| Notification of Finalists | 28 January 2021 | 2:00 PM EAT |
| Oral Presentation by Finalists | 29 January 2021 | |

NOTE: *These dates represent a tentative schedule of events. The Innovation Village reserves the right to modify these dates at any time, with appropriate notice to prospective applicants.*

8. Tenderer must submit the RFP response no later than the timeline stated in the RFP timetable. RFP responses submitted after deadline WILL NOT BE ACCEPTED. Tenderers may submit their proposal any time prior to the above stated deadline.
9. For ease of evaluation, the proposal should be presented in a format that corresponds to references and sections outlined within this RFP and should be presented in the same order. Responses to each section and subsection should be labelled to indicate

which item is being addressed. Exceptions to this will be considered during the evaluation process.

10. Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
11. Descriptions on how any and all equipment and/or services will be used to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked.

VII. PROPOSAL EVALUATION AND AWARD PROCESS

1. RFP responses shall be consistently evaluated and scored based on:
 - Mandatory Requirement
 - Substantive Scored Question

Proposals shall be kept confidential until a contract is awarded.

2. The evaluation committee may also contact the references provided in response to the Section identified as Investment Programme Experience; contact any applicant to clarify any response; contact any current users of an applicant's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal but shall make an award in the best interests of Ugandan private venture capital ecosystem.
3. Each applicant must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the applicant or in which the applicant has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any proposal. The Innovation Village reserves the right to reject any proposal based upon the applicant's prior history with The Innovation Village or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanour, significant failure(s) to meet contract milestones or other contractual failures.
4. Clarification discussions may, at TIV's sole option, be conducted with applicants who submit proposals determined to be acceptable and competitive. Any revision may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing applicants.

5. A Notification of Intent to Award shall be issued in selected Tenderers. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Board, when required. Negotiations shall be confidential and not subject to disclosure to competing applicants unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, The Innovation Village upon written notice to all applicants may negotiate a contract with the next highest scoring applicant or withdraw the RFP.

VIII. TERMS, CONDITION AND EXCEPTIONS

1. The Innovation Village will review on quarterly basis and rate performance of awarded tenderer(s) following contract award and for the term of the contract.
2. The Innovation Village reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of The Innovation Village to do so.
3. The Innovation Village reserves the right to waive informalities and minor irregularities in proposals received.
4. The Innovation Village reserves the right to reject any or all proposals received prior to contract award.
5. The Innovation Village shall not be obligated to accept the lowest priced proposal but will make an award in the best interests of the Next Wave program after all factors have been evaluated.
6. Any irregularities or lack of clarity in the RFP should be brought to TIV's designee's attention as soon as possible so that corrective addenda may be furnished to prospective tenderers or for further information.
7. Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment. (after submission date)
8. Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
9. Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time. Withdrawals received after the proposal opening time will not be considered except as authorized by TIV.
10. The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, tenderer or prospective tenderer. Collaboration among competing tenderers about potential proposals submitted pursuant to this RFP is prohibited and may disqualify the tenderer.
11. No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or

non-competitive proposal. All proposals must be made in good faith and without collusion.

12. The Innovation Village is not liable for any costs incurred by tenderers prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the applicant in responding to the RFP, are entirely the responsibility of the tenderer, and shall not be reimbursed in any manner by The Innovation Village.
13. All proposals submitted become the property of The Innovation Village and will be returned only at TIV's option and at the tenderer's request and expense. The master copy of each proposal shall be retained for official files. Only specific parts of the proposal may be labelled a "trade secret" provided that the awarded tenderer agrees to defend and indemnify The Innovation Village for honouring such a designation. The failure to so label any information that is released by The Innovation Village shall constitute a complete waiver of any and all claims for damages caused by any release of the information.
14. A proposal submitted in response to this RFP must identify any subcontractors and outline the contractual relationship between the awarded tenderer and each subcontractor. An official of each proposed subcontractor must sign and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the Awarded Tenderer's obligations.
15. The awarded tenderer will be the sole point of contract responsibility. The Innovation Village will look solely to the awarded tenderer for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded tenderer shall not be relieved for the non-performance of any or all subcontractors.
16. Each tenderer must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFP, tenderers affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favour, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a tenderer's proposal. An award will not be made where a conflict of interest exists. The Innovation Village will determine whether a conflict of interest exists and whether it may reflect negatively on TIV's selection of a tenderer. The Innovation Village reserves the right to disqualify any tenderer on the grounds of actual or apparent conflict of interest.
17. The Innovation Village reserves the right to negotiate final contract terms with any applicant selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded tenderer's

- proposal, together with any modifications and clarifications thereto that are submitted at the request of The Innovation Village during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded tenderer's proposal, and the awarded tenderer's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
18. Applicant understands and acknowledges that the representations above are material and important and will be relied on by The Innovation Village in evaluation of the proposal. Any applicant misrepresentation shall be treated as fraudulent concealment from The Innovation Village of the true facts relating to the proposal.
 19. No announcement concerning the award of a contract as a result of this RFP can be made without the prior written approval of the Board.

Attachment 2

Fee Proposal

Tenderer's Name: _____

A. Base Management Fee: _____

| Year | Fee |
|------|-----|
| 1 | |
| 2 | |
| 3 | |
| 4 | |
| 5 | |

Please list all services included in your base management fee:

| No | List of Services |
|----|------------------|
| | |
| | |

B. Management Fee offsets: _____

Describe any reductions in management fees from other sources of income to the fund of funds:

C. Any other fee proposal