

Request for Proposals (RFP):

**EXPERIENCES AND PERCEPTIONS OF ONLINE SECURITY & PRIVACY BY
INTERNET USERS IN MYANMAR**

JULY 2017



12 Balcombe Place, Colombo 8, Sri Lanka
v: + 94 (11) 267 1160; f: + 94 (11) 267 5212
www.lirneasia.net

MYANMAR ONLINE SECURITY AND PRIVACY STUDY

LIRNEasia is a regional, non-profit ICT [information and communication technology] policy and regulation think tank. Its mission is “to improve the lives of the people of the emerging Asia-Pacific by facilitating their use of ICTs and related infrastructures; by catalyzing the reform of laws, policies and regulations to enable those uses through the conduct of policy-relevant research, training and advocacy with emphasis on building in-situ expertise.”

This Request for Proposal (RFP) invites technical and financial proposals from research organizations to undertake the work described herein. A detailed description of the project is provided in the RFP to assist the Bidders in obtaining an understanding of the objectives of the project and to facilitate responsive proposals.

Proposals for the project must be *received* by LIRNEasia by **1200 hrs Sri Lanka time on 12th of July 2017**. Proposals (including technical and financial proposals) must be emailed to procurement@lirneasia.net with the subject header “Myanmar Online Behavior Study - < Name of Firm>” in PDF [portable document format] **and** an edit-enabled version (e.g. in Microsoft Word) version.

Short-listed bidders will be notified by **15th July 2017**, and the consultant is expected to start work immediately after signing of the contract on the 18th of July 2017.

LIRNEasia reserves the right to accept or reject any or all proposals without assigning any reason whatsoever. LIRNEasia will evaluate the proposals, and our decision shall be final and will not be subject to any form of appeal.

This RFP contains the following sections and annexes:

Section 1	Instructions to Bidders
Section 2	Project Description
Section 3	Scope of Work
Section 4	Respondent Sample
Annex 1	Technical Proposal Template
Annex 2	Financial Proposal Template
Annex 3	Contract Template

1.0 INSTRUCTIONS TO BIDDERS

1.1. INTRODUCTION

1.1.1 Definition of Terms

Unless otherwise specified, the following terms used in this document have the following meanings:

- *Authorized Entity or Consultant* means the firm that is signatory to the contract in case of successfully winning the evaluation process. The Client will entertain invoices from and make payments to the Authorized Entity. In case of multiple organizations joining together to bid for the RFP, one firm should be clearly designated as the Authorized Entity. The Authorized Entity or Consultant will be the primary point of contact for the Client.
- *Bidder* means the firm that files an application in response to this RFP; this Entity will be the single point of contact with the Client for the RFP process and handle subsequent negotiations leading to contracting should the bid be successful. In the case of multiple organizations combining to submit a proposal in response to this RFP, the single point of contact must be specified to interact with LIRNEasia for the RFP process, and to handle subsequent negotiating leading to contracting should the bid be successful. This single point of contact must be from the Authorized Entity.
- *Client* means LIRNEasia or other party contracted by LIRNEasia to manage the Study.
- *Collaborating Entity* means the collaborating firm(s) that the Bidder enters into a partnership with for the purpose of conducting the study.
- *Proposal* means a set of a technical proposal and associated financial proposal submitted in response to this RFP.
- *RFP* means Request for Proposals.
- *The Study/Current Study* refers to the study, which is the subject of this RFP: MYANMAR ONLINE BEHAVIOR STUDY.

1.1.2 Scope of Work

The Client has issued this RFP to invite Proposals from potential Bidders to conduct a nationwide study of how experiences and perceptions about online security, harassment and privacy impact Internet use in Myanmar. The study is to be conducted in the months of July and August in Myanmar, with emphasis on urban areas in certain states/regions. These are more fully described in Section 3.0 of this RFP.

1.1.3 Cost of Preparation of Bids and Liability

The Bidder shall bear all costs associated with preparation and submission of the bid as specified in this RFP, as well as any subsequent negotiations with the Client if applicable. The Client will, in no case, be responsible or liable for such costs, or have any other liability to any Bidder, regardless of the conduct or outcome of the proposal evaluation. The Client shall have no obligation to any Bidder to reimburse any costs incurred in preparing the proposals, whatever the result. Submission of a proposal in response to this RFP by a bidder will be interpreted by the Client as the Bidder's acceptance of this condition.

1.1.4 Clarifications

Requests for clarifications of specific items of this RFP shall be directed by e-mail to procurement@lirneasia.net, with the subject header "Myanmar Online Behavior Study CLARIFICATION - < Firm Name>". The Client will respond to all such requests by e-mail. Both the clarification/questions and responses will be sent by e-mail to all bidders, and kept for records.

At any time prior to the deadline for the submission of the application, the Client may amend the RFP for any reason. All Bidders will be notified in writing (i.e., via e-mail) of the amendments and all Bidders will be bound by the amendments. The amended RFP shall also be uploaded onto the Client's website and shall remain there until at least the deadline for submission. Bidders are required to acknowledge receipt of any amendment within one business day of such receipt by e-mail. The Client will assume that the information contained in any amendment is taken into account in the Bidder Proposal.

1.2 PREPARATION OF THE PROPOSAL

1.2.1 General

Bidders are advised to examine all terms and instructions included in the RFP while preparing their Proposals. Failure to provide all requested information will be at the Bidder's own risk and may result in the rejection of its Proposal.

Each proposal shall consist of 4 components: 1) the Technical proposal; 2) the Financial Proposal; 3) the (optional) specific suggested changes to the contract; and 4) relevant business registrations.

1.2.2 Technical Proposal

The Bidder's Technical Proposal shall be submitted in the Technical Proposal Template provided with this RFP (Annex 1). Page limits indicated in the template must be strictly adhered to, as the evaluation committee will be instructed to stop reading below the indicated page or paragraph limit.

As part of the Technical Proposal Template, the Bidder must submit a scanned copy of the current Business Registration Certificate of the Authorized Entity as well as that of the Collaborating Entity/entities (if applicable).

A template of the Contract that the Client will issue to the winning Bidder is provided in Annex 3. Bidders should carefully review it and clearly mark any sections which it does not agree with and/or suggested changes (i.e. exact language). All these should be provided as tracked changes in MS Word Format version of the Contract, and sent as an Annex to the Technical Proposal.

Any assumptions made by the Bidder in the formulation of its Technical Proposal should be clearly stated.

1.2.3 Financial Proposal

The Financial Proposal shall consist of the following documents:

1. A covering letter signed by the Bidder, clearly indicating the validity of the Proposal for a minimum of 8 weeks from submission; and
2. Costs for the Study provided in modular form, as per the Financial Proposal Template provided in Annex 2. All costs should be provided in United States Dollars (USD) and shall be inclusive of all taxes, duties, fees and other impositions as may be levied under the prevalent laws of the respective country/ies where the Authorized Entity is registered. Payments shall be made in USD and the Client shall not be responsible for any currency fluctuations in the Consultant's foreign currency denominated costs during the study. Any assumptions made by the Bidder in the formulation of its Financial Proposal should be clearly stated.

The Client will strictly not entertain any price revisions during evaluation.

1.2.4 Format and Submission of Proposal

Bidders should prepare their bids in the format provided in this RFP. Bidders should electronically submit the proposal including both the Technical and Financial Proposals in PDF [portable document format] **and** an edit-enabled version (e.g. in Microsoft Word). In the event of any discrepancy between the PDFs and the editable version, the PDFs shall govern. Proposed changes to the template Contract shall be submitted as tracked changes in MS Word Format version of the Contract, and sent as an Annex to the Technical Proposal.

1.2.5 Validity of Proposal

The Proposal (both Technical and Financial) must be valid for a minimum period of 8 weeks from the date of submission of the proposal. The Client will make its best effort to complete negotiations within this period.

1.2.6 Confidentiality of Proposal

If a Bidder believes that any portion of the Proposal is to be treated in confidence, it shall identify such information clearly in the Proposal. The Client will make every effort to treat such documents in confidence to the extent possible and necessary, consistent with an open and transparent evaluation process.

1.3 EVALUATION OF PROPOSALS

Evaluation of proposals and selection of the winning proposal will be based on the Client's assessment of both the submitted Technical and Financial Proposals.

The following are the factors that will be taken into account in the evaluation of the Bidder's proposals.

1. Demonstrated understanding of the proposed sampling methodology and the pros and cons thereof, including trade-offs involved in data quality/insights obtainable from the research, representativeness (in terms of representing a wide range of experiences online), cost, time and other applicable dimensions.
2. Experience of the Bidder and Collaborating Entity (if applicable) in previously having screened for (i.e. recruited for participation in research) traditionally marginalized groups (as explained in ToR), and having carried out qualitative research work related to online behaviors of these groups and their perceptions of online security and privacy.
3. Experience of the Bidder and Collaborating Entity (if applicable) in previously having carried out online surveys involving the ICT/Internet users, with particular attention paid to experience in recruiting respondents, obtaining high survey completion rates and ensuring data authenticity (any experience used to identify "bogus" respondents to online surveys, such as inserting certain trigger questions or other methods, should specifically be mentioned).
4. Experience of the Bidder and Collaborating Entity (if applicable) in previously having carried out similar studies (both quantitative and qualitative) that targeted the same or comparable population in the country of study (Myanmar), with emphasis on ability to conduct work in the selected regions within the country.
5. Demonstrated ability of proposed team to carry out the work, with special weighting towards the Team Leader's competencies, followed by the Field Manager's experience and competencies.
6. Field strength of the Bidder (or the Collaborating Entity, if applicable), as indicated by the number of field staff employed (full or part time) by the Bidder or Collaborating Entity (if applicable) in each survey location specifically, and nationwide in general. The minimum criteria for recruiting field staff as well as the number of temporary field staff that will be utilized for the Study must also be indicated.
7. Quality control measures that will be employed by the Consultant to ensure highest quality data are obtained.

The evaluation of the technical proposal will then be combined with the cost-effectiveness of the Bidder's financial proposal to make the final determination.

The Client's decision will not be subject to appeal.

1.4 NEGOTIATIONS

Prior to the expiration period of Proposal validity, the Client will invite the selected Bidder for final negotiations. The aim of the negotiation shall be to reach agreement on all points, and initialize a draft contract to be finalized by the conclusion of negotiations. Changes agreed upon will then be reflected in the Financial Proposal, using proposed unit rates. If a successful negotiation is not possible with the selected Bidder, the next evaluated Bidder will be invited for negotiation, and so on.

1.5 AWARD OF CONTRACT

On the basis of the Financial Proposal and subsequent negotiations, the final contract will be agreed upon as a lump sum contract with intermediate payments tied to the Client's acceptance of specific deliverables.

As already stated, the Contract template that the Client will issue to the Consultant is provided in Annex 3. Bidders should carefully review it and clearly mark any sections that it does not agree with suggested changes (exact language) provided as tracked changes in MS Word Format as an Annex to the Technical Proposal.

The selected Bidder is expected to commence the Study within a week of signing the Contract. Therefore providing input on the Contract at this stage is essential.

2.0 PROJECT DESCRIPTION

2.1 BACKGROUND

The Client, LIRNEasia, is a regional, non-profit information and communication technology (ICT) policy and regulation think tank. Over the past eleven years it has conducted several demand-side studies of information, knowledge and communication technology needs and habits of households, individuals and small and micro-enterprises in South and Southeast Asia.¹ This research has allowed the Client to gain deep insight into these markets and make positive contributions to the policy processes affecting ICT connectivity in many of the countries studied.²

Since market liberalization, Myanmar has undergone drastic changes in the telecommunication sector allowing greater access to Internet among the Myanmar people. In 2015 computer ownership stood at mere 2%, while smartphone ownership stood at 66%, an indicator higher than in neighboring Thailand.³ Immediate result of the market liberalization led to considerable use of Internet among smartphone users, despite low ownership of computers. Increased access to mobile Internet has allowed Myanmar people to use numerous products, including communication, social networking, and other apps in their daily lives.

Myanmar is joining its neighbors in the region on the Internet use, considering that in 2016 Facebook usage in Myanmar (20% on a daily basis) was higher than in South Asia and is inching closer to Southeast Asian levels (33% in Indonesia). Subsequently, Myanmar people will reap benefits from increased and intense Internet use through easy access to information, products and services online. As more Myanmar people use the Internet, more personal information is likely to be shared publicly as well as with service providers. In addition, recent political reforms allowed more Myanmar people to use online platforms to express their views on political, social, and economic situation in the country.

Online platforms are likely to expose fault lines in civic debate. Breakdown in the civic debate, expressed through online hate speech, threats, and other forms of online abuse are made possible for a number of reasons: online anonymity, online privacy and safety issues, law enforcement, civic culture, and others. Views expressed on political reform, ethnic and religious policy, ethnic conflicts, gender and women's rights, LGBTI rights have created controversy in the past, and some activists have been legally persecuted, including imprisonment, for views expressed online. Users behavior may be impacted, and self-regulated by knowledge and experience of such actions by government and other groups. The proposed study will analyze users' experience and views on online privacy and security in the context of ethnic, gender, religious, economic or political identity.

LIRNEasia's local partner in Myanmar is MIDO. While the contract will be between LIRNEasia and the Consultant, the work will involve MIDO and the Consultant shall consider MIDO staff a part of the LIRNEasia team. Specifically:

- MIDO's network of connections can be utilized to recruit respondents to the online survey
- The Consultant may seek, but not rely on, MIDO's network of contacts to recruit respondents for the qualitative component of the study.
- MIDO staff who have in the past conducted similar research will take part in the qualitative field research, and in some cases, conduct up to 50% of the focus groups or in-depth-interviews.

2.2 OBJECTIVES OF THE STUDY

The specific objectives of The Study (i.e., this consultancy) is:

1. To collection of quantitative individual-level data on various online security and privacy issues to enable estimates to be made, based on a survey administered online.

¹ See <http://lirneasia.net/projects/icts-the-bottom-of-the-pyramid/> and <http://lirneasia.net/projects/2012-2014-research-program/responding-to-the-policy-window-in-myanmar-to-help-lay-foundation-for-inclusion/btr/> for examples of previous research.

² See for example: <http://lirneasia.net/2007/10/lirneasias-policy-influence-on-mobile-tax-issue-in-sri-lanka/>

³ See http://lirneasia.net/wp-content/uploads/2015/07/LIRNEasia_MyanmarBaselineSurvey_DescriptiveStats_V1.pdf and http://lirneasia.net/wp-content/uploads/2016/12/LIRNEasia_MyanmarSlides2016_MediaVersion.pdf

2. To collect qualitative individual-level data on online security and privacy issues in Myanmar, examined through focus groups, in-depth interviews on observational methods, to enable an in-depth understanding of the issues from the view point of users.
3. To use the data thus collected to:
 - understand ICT users' profile associated with demographics;
 - understand online behavior related to privacy and security;
 - assess users' understanding of online security and privacy issues and their responses;
 - evaluate users' views of the online environment and expectations;
 - review users' experience pertaining to security, privacy and related issues.
 - inform policy on ways to improve users' online experience

3.0 SCOPE OF WORK

This section details the scope of work to be conducted by the Consultant, including the proposed methodology that the Bidder should consider in its Proposal.

3.1. TARGET POPULATION AND DEFINITIONS

The target populations of the Study in selected states of Myanmar are:

1. Quantitative research
 - a. Males and females aged 15-65 and have used the Internet for a minimum of 1 year
2. Qualitative research
 - a. Males and females aged 15-65 who have used the Internet for a minimum of 1 year, belonging to specific socio-economic, religious, ethnic, political or other groups as specified in Section 4. A mix of those who have been victims of online harassment (in an obvious way) as well as those who don't perceive themselves to be such victims are necessary.

Definitions	
Internet user	Constitutes a person who has been using the Internet through a computer, tablet, smartphone or other device, via browser or application at any location (work, home, internet café, other place) in the past year. Use should be constant – i.e. not those who have used one or twice, but on a regular basis. Use should be conscious (i.e. users should be aware they are using Internet in some form, and not those who have apps that use data services in the background)
Victim of online harassment	Constitutes a person, whose online activities and expression of views has resulted in them being targeted by others (individuals, organizations, government, anonymously or otherwise) to be differentially and negatively treated in any way. This treatment can be perceived solely by the victim, but not necessarily by others. Negative treatment can also be based on the respondent's group identity as long as it impacts the subject's online behaviors. For example, specific groups that the subject belongs to (e.g. women, or a members of a specific political party), and that group is routinely targeted online for harassment/differentiated behavior. In such cases, even if the subject has not been directly harassed, his/her online behavior could be impacted by the fact that the group is targeted.

3.2. METHODOLOGY

The study consists of two parts – one quantitative and one qualitative.

Quantitative online survey shall target Internet users at the national level. A minimum of 400 completed survey forms is required. At least 100 respondents must be female. Given historically low completion rates of online surveys, the consultant shall therefore need to publicize the survey heavily and reach out to relevant groups in order to achieve the required number of completed forms. Bidders are encouraged to suggest methodologies which may enable representative data to be collected through the survey, leading to more generalizable findings at an appropriate level (i.e. at regional level, for a particular group of users). LIRNEasia's 2016 nationally representative dataset of ICT use could be used to develop weights enabling extrapolation of survey data to the whole population. Or other methods may be used/proposed.

Qualitative data-collection shall target four states/regions with data usage among mobile owners is above 50% according to LIRNEasia's 2016 nationally representative survey of ICT Use: Yangon, Kachin, Mandalay, and Rakhine. Similarly, these states are also among the highest percentage of Facebook – ranging from 35-50% of mobile owners.⁴ Online users with prior personal experiences in having their online security and privacy violated shall be specifically screened for and selected for focus groups and in-depth interviews. A total of size of 102 individuals is required for this part of the study. For detailed guidelines for sampling see Section 4.

⁴ http://lirneasia.net/wp-content/uploads/2016/12/LIRNEasia_MyanmarSlides2016_MediaVersion.pdf

The findings of the two streams of work will be analyzed separately, at first. The quantitative research (data from the online survey) shall be analyzed descriptively, broken down by sub-groups where possible (e.g. male respondents vs female respondents) and if possible, extrapolated to the larger population. The quantitative research will be synthesized separately on its own, and will describe the phenomena of online harassment, privacy and security as seen by the respondents. The qualitative research shall provide significantly more deep insights into how the phenomena is experienced, why it takes place, what coping mechanisms people use to deal with such phenomena. The LIRNEasia and MIDO team will be extensively involved in the qualitative research, including joining field work and, at times, conducting the protocols (i.e. moderating the focus group).

LIRNEasia and MIDO shall later produce a combined output (report) taking into account the two streams of research. But the Consultants output shall be limited to the cleaned dataset

3.3. TASKS

3.3.1. Study Design and Sample Design

- a) Consultant shall work closely with the Client to further develop, refine and adapt the sampling methodology that has been outlined in Section 3.1
 - i) Technical Proposals shall include a discussion of the extent to which the Client methodology can either be directly applied or how else it can be adapted to make the results more insightful. This applies to both quantitative and qualitative parts of the study
- b) The Consultant shall provide a finalized fieldwork schedule along with location details to the Client as early as possible in a manner that enables the Client's staff to obtain visas, travel to Myanmar and participate/observe all or select parts of the field work.

3.3.2. Research Instrument Finalization

- a) The Consultant shall work with the Client to customize and finalize and format the "Research Instruments" (online survey questionnaire/s, semi-structured questionnaire for qualitative research etc.) using its expertise and experience.
- b) Separate Research Instruments will be prepared for the qualitative and quantitative part of the study:
 - a. The online survey will contain a short section on user characteristics and a more detailed section on ICT access, use, and experience. A draft of the questionnaire has already been designed by the Client and shall be provided to the Consultant upon signing of the contract.
 - b. The qualitative questionnaire will consist of semi-structured interview guides, with key areas the moderator should probe for, while allowing for unplanned and relevant input to arise from the recruited subjects. A basic set of questions has already been listed by the Client and shall be provided to the Consultant upon signing of the contract.
- c) The Consultant will complete the final scripting of the Research Instruments where necessary and put them into field-ready format. Once these English language research instruments are finalized, the Consultant shall translate them into local languages and dialects where appropriate; the Consultant shall ensure that the translated versions are checked for consistency and to ensure that the meanings have been correctly translated in such a manner that a local reader/respondent will have a similar interpretation to that of the Client; to the best of its capabilities, the Client will also have the local language translations checked in parallel for consistency.
- d) The translated Research Instruments shall each be pilot-tested among a total of 20 respondents, preferably equally split between quantitative and qualitative methods. The respondents must necessarily represent geographic, socioeconomic and Internet experience diversity (see Section 3.1 for details of target populations). The pilot testing shall be conducted very early in the study. Based on the pilot tests, the Consultant will prepare a short write-up on how the Research Instruments are working and indicating what changes are required. This write-up may be in the form of a substantive email or document. If relevant, the Consultant will propose changes in the Research Instruments and will provide the raw pilot data to the client, who may reserve the right to include any change in the questionnaires. The agreed upon changes shall be then made to the research instrument (in English)

and translated into the relevant local languages. The Consultant will forward the finalized, formatted English language versions of the Research Instruments, as well as the local language versions to the Client and obtain approval prior to engaging in fieldwork.

- e) For the pilots of the qualitative research, the Client reserves the right to have its local partner MIDO moderate 50% of focus groups of the pilot study. Such sharing of moderating responsibilities to be discussed and coordinated with the Consultant. Irrespective of the moderator, the Consultant shall provide the venue for the protocols to be conducted, obtain respondent permissions/ethical clearance for the research, obtain audio/video recordings as appropriate.

3.3.3. Collection, Entry and Processing of Data

- a) For the qualitative research, the Consultant will recruit qualified respondents and administer the Research Instruments in local languages and dialects, where appropriate. The client shall also record all qualitative protocols, usually in audio format, though video recordings may be made if respondents give permission).
- b) For the qualitative research, the Consultant will carry out all activities related to field research, including, but not limited to, the securing of appropriate local venue to conduct the research, recording all protocols (audio recordings at a minimum, and, if respondents give permission, video recordings as well), obtaining still photographs of the local context, and ensuring the appropriate respondents take part in the protocol. It is the Consultants responsibility to provide and operate all recording or other equipment required for the duration of the study. Client may request that around 50% of the protocols be moderated) by a trained moderator from MIDO. Even in such cases, all other activities related to the research shall be conducted by the Conducted.
- c) For both qualitative and quantitative research, data collection should be undertaken with the relevant respondent in the respective local language/s and dialects in each geographical area as appropriate. For the quantitative research, this may imply providing respondents with the option of choosing the language in which he/she wishes to answer the questionnaire. For the qualitative research, this may imply having qualified moderators/interviewers fluent in the local language and context
- d) The Consultant shall obtain all necessary local permissions and authorizations to conduct field work in selected areas.
- e) The research fieldwork shall be conducted by field personnel who have undergone training in Basic Code of conduct of Field Personnel specific to the Research Instruments being used in this Study. The Client shall inform the Consultant of basic minimum criteria to be followed.
- f) The Consultant holds the responsibility in adhering to the privacy requirements in the ethics of survey research, taking and sharing photographs, and handling respondent identification and contact information. In the case of qualitative research, the Consultant shall obtain respondent's informed consent to participate in the research. The wording for this shall be provided by the Client, and will include separate permission to photograph the respondent if he/she allows. If the respondent is unable to physically sign the consent form for any reason, alternative methods of obtaining proof of consent may be discussed and used as long as the Client approves. Upon completion of the field research, the Consultant shall provide to the client the original consent sheets for each respondent. In the case of the quantitative research, personally identifiable information (including, but not limited to name, email, address, phone number, IP address) shall be collected, tracked or retained only if the respondent voluntarily provides such information or gives permission for the collection for same. In both qualitative and quantitative cases, upon completion of the final deliverable to the Client, the Consultant shall not retain in their database (electronic or paper-based) any personally identifiable information of any respondent.
- g) The Consultant will ensure a response rate according to the parameters set out in Section 3.3.5.

- h) During all stages of data collection, the Consultant shall keep the Client informed about progress and discuss any problems that are being encountered. No deviations from the agreed sampling methodologies or other elements of the research design will be accepted unless the Client has authorized. Such deviations must be documented (with justifications) in the final Methodology Note (See Section 3.3.7).
- i) The Client may accompany the Consultant's fieldwork team/s at any given moment, with no more than 3 days' notice, in order to conduct, monitor and supervise the data collection processes. The Consultant will be expected to:
 - (1) Furnish the Client with letters of invitation in to the Study country, for the purpose of obtaining (multiple entry) visas. In the event that the successful bidder does not have a physical presence in the Study country, these letters should be furnished by the local fieldwork partner in the Study country, along with a copy of their business registration.
 - (2) Provide logistical support and coordination, facilitate the provision of additional simultaneous interpreters (where necessary) to enable Client researchers to provide input on the spot. The Consultant shall inform the Client of additional costs prior to incurring them. Where additional costs are incurred, the Consultant will be reimbursed by the Client upon provision of original invoices. Costs related to the Client (LIRNEasia) and the MIDO team's participation in the protocols will be borne by the Client, and should not be included in the budgets provided in the proposal.
- j) For the quantitative research, the Consultant shall enter and clean the datasets in SPSS or Stata format, with all variable names, labels and codes given in English.
- k) For the qualitative research, the Consultant shall translate and transcribe the records into English in MSWord format with all discussion group details (e.g. FGD, dates, location, etc.), respondents details, and other information. A template for the latter will be provided by the Client.
- l) For the qualitative research, the Consultant shall provide photos and videos suitably labeled, as well as the local language audio recordings (and if applicable, video recordings) of all protocols in digital (computer readable and playable) format.

3.3.4. Coordination and administration

- a) The Consultant shall be the **single** point of contact for the Client and coordinate all activities related to the study.
- b) In the case where data collection is to be carried out by the Collaborating Entity, the Consultant shall coordinate the data collection and entry with its the Collaborating Entity, and liaise with them to ensure consistency in all aspects of the study and adherence to all applicable quality control measures at all times. The Consultant will work with the Collaborating Entity to quickly resolve any problems that arise.
- c) The Consultant should keep the Client informed of the general progress on research implementation at a minimum of weekly updates, bi-weekly during fieldwork operations.
- d) The Consultant project team proposed in the Consultant proposal should remain the same for the duration of the project. In the event that changes to the Consultant project team become necessary, the Client will inform the Consultant of any changes to the Consultant team in writing with justification before any such changes are made. The Consultant will take sufficient actions to ensure continuity in the project and avoid interruptions or delays in the delivery of the Services.
- e) The Consultant shall coordinate organization of all venue locations and related administrative tasks for the qualitative part of the projects. The Consultant will take sufficient actions to ensure that locations and venue are conducive to focus group discussions and in-depth interviews.

- f) The Consultant shall coordinate translation services for the Client from local languages into English and vice versa as necessary during the qualitative part of the study.

3.3.5. Quality & Penalty Clause

- a) The Consultant will ensure consistency in implementation and quality control, including where fieldwork is to be conducted by a Collaborating Entity or any other contracted (third party) staff. The Consultant will be expected to deploy its own quality control mechanisms beyond those stipulated by the Client; such mechanisms should be elaborated in the Bidder’s Technical Proposal.
- b) Unless specific allowance from the Client, the Consultancy will not be considered to be complete if the percentage of target sample achieved (Response Rate) is below 95% for the quantitative research component. Penalties for survey response rates below 99% as per Table 2. The Consultant is expected to share the raw data used for calculating the response rate in the Methodology Note (See Section 3.3.7).
- c) Qualitative Interviews will be discarded in case there are fatal errors in the fieldwork. These fatal errors primarily included following the instructions in the questionnaire and screener. The Consultant is expected to provide replacement interview/s as directed by the Client or the Client’s local partner MIDO, for the discarded ones. The number of discarded and replacement interviews shall be provided to the Client in the Methodology Note (See Section 3.3.7).
- d) While is expected that the Consultant performs a sufficient number of back-checks of interviews, the Client will also perform a number of random back-checks of its own, as such the Consultant is required to comply with this and provide the necessary information for this as specified in (including a full list of respondents with contact information). The Consultant is therefore expected to provide the Client access to list of all respondents interviewed along with detailed and comprehensive contact and identification information from which the Client can make random selections from for this purpose. The Consultant shall ensure relevant consent for data collection and use is obtained from respondents upon interview, as specified in Section 3.3.3. Access to the selected respondent’s data shall be made available to the Client for verification. The modalities of this can be finalized in consultation with the Client before fieldwork commences.
- e) The Consultant must provide the Client with access to the survey management platform through an observer or other appropriate access level account to monitor daily survey progress. This access should also allow the Client to monitor the meta-data of the survey respondents (e.g. survey start and completion time and date, GIS location, device type being used to complete the survey, number of incomplete surveys, etc.). Meta-data should also be provided in the final Dataset that the Consultant provides to the Client containing the survey data.
- f) There will be penalties attached to the contract between the Consultant and the Client that will be applied in the event of any of the occurrences given in Table 2 in relations to both research components. Penalty shall be calculated based on the Cost as per the Contract between the Consultant and the Client.

Table 2: Penalties for lapses in quality

Trigger	Penalty (% of Cost as per Contract)
Delayed delivery of any percentage of total Datasets	10
Any unjustified non-compliance of data quality protocols is discovered	30
Falsification of data	30

- g) The Consultant shall provide in the Methodology Note a section reporting the following quality metrics, separately for the quantitative and qualitative segments, *including but not limited to* the following: Survey response rates (with raw data), missing values rates, profile of interviewees and focus group participants, etc..

3.3.6. Initial Data Analysis and Top-line Presentation

- a) The Consultant shall perform an initial data analysis constituting descriptive statistics and cross tabulations for the quantitative (online) survey. The main objective of this analysis will be to ensure the quality of the data collected and to identify the main trends in the data.
- b) The Consultant will be expected to make a top-line presentation (“Top-line Presentation”) based on this initial data analysis of the quantitative portion of the study to the Client. The contents of the Top-line Presentation will be worked out in advance, in consultation with the Client.
 - i) It is expected that this presentation can be done remotely, using online technology, and will not involve the consultant or the client traveling to meet face to face. However if that is not possible, the Client shall make best efforts to be present in Myanmar, in order to the presentation be conducted in the Consultant Officers. In the event this is not possible, and should international travel and/or overnight accommodation be required for the Consultant to attend this presentation, the Client will provide accommodation for a maximum of two (2) Consultant staff in Colombo. International economy class travel costs for a maximum of two (2) Consultant staff will be reimbursed upon the provision of invoices, as long as the Consultant follows the travel guidelines specified by the Client. As such, such costs should not be included in the Financial Proposal at this time.
 - ii) The Client shall provide input into the Consultant’s presentation, and require further detailed analysis if required. The Client shall incorporate such changes into the final slide set.
- c) The consultant shall obtain Client input in analyzing the findings of the qualitative protocols in order to find key trends and emergent themes. While the Consultant is free to conduct internal analysis activities on its own, the final and concluding meeting/workshop to synthesize the findings shall be done jointly, together with the participation of the Client LIRNEasia and its partner MIDO. The format of this meeting/workshop shall be decided up on by the Consultant in consultation with the Client, and shall be conducted in Myanmar, preferably at the Consultant’s local (Myanmar) office. The Client shall bear the cost of attending this meeting/workshop. The input received at this workshop shall be incorporated into written output of the qualitative section of the study, in the form a slide presentation with photographs and video incorporated as appropriate.
- d) The quantitative results will yield 3 outputs: The presentation slides (as described), the cleaned data set, and the Methodology note (see section 3.3.7)
- e) The qualitative results will yield 4 outputs: the presentation slides resulting from the synthesis, a folder of photos and videos appropriately labeled, a set of transcripts, and a Methodology note (see section 3.3.7).
- f) Once the top-line presentation and synthesis meeting/workshop are both conducted, the quantitative and qualitative outputs (As above) are handed over to the Client, the Consultant’s role in the rest of the analysis will be limited to responding to queries that the Client has on the data, as well as methodology.

3.3.7. Methodology Note

- a) After the completion of quantitative and qualitative fieldwork, a detailed write-up of the research methodology that was implemented shall be provided by the Consultant (“Methodology Note”). All primary data (e.g. population and demographic data at different stratifications) should be provided here.

- b) The Methodology Note shall describe any problems encountered in the implementation of the study and what remedial actions were taken. The Methodology Note shall describe any deviations in the methodology that was undertaken, the justifications for the same and implications on the data.
- c) The Methodology Note shall contain details on the quality metrics as described in Section 3.3.5 (e).
- d) The Methodology Note will also provide a detailed list of locations where respondents were surveyed as well as the number of respondents sampled in that particular location. Where possible, the locations should be indicated on a map. In addition, the Client may require GPS coordinates of respondents. This can be done using commonly available GPS-capable phones or other technologies chosen by the Consultant. Additional costs (if any) of obtaining such coordinates should be indicated **separately** and clearly in the financial proposal.

3.4. DELIVERABLES

The following deliverables shall be made as part of the contract:

#	Deliverables	Quantitative	Qualitative
1	Finalized study design and Sampling Plan with supporting documents	X	X
3	Finalized, translated, field-ready Research Instruments (English and local language versions)	X	X
4	Implementation of survey, collection of data, and provision of cleaned database to the Client	X	
5	Respondent Contact Information Database		X
6	Top-line Presentation of quantitative research	X	
7	Transcripts of focus group and in-depth discussions in English		X
8	Synthesis meeting with research team, Client, and MIDO to discuss findings from qualitative research, and provide summary report		X
9	Methodology note (including section on quality metrics (see Section 3.3.5))	X	X
10	Power point slide-deck of qualitative research, reflecting key themes identified in Synthesis meeting, and containing profiles of key respondents, photos, videos as appropriate		X
11	Field Photographs (minimum of 5 per sampling location; more if possible) and video, appropriately labeled		X
12	Assistance with queries on data and methodology	X	X

3.5. TIMELINE & PAYMENT SCHEDULE

Bidders shall provide an estimated timeline for the Study with estimated completion dates, given in weeks from signing of the contract. Any special considerations (e.g., local festive periods which might affect consumption patterns, or the research process itself) should be clearly indicated.

The following is the payment schedule for the Study.

Stage	Deliverables/milestone	Estimated completion date based on current knowledge	Payment amount (% of contract value)
1. Start	Signing of contract	18 th of July 2017	30%

2.1. Quantitative study (online survey)	1. Finalized, translated, field-ready Research Instruments (English and local language versions). Piloting of research instruments. Post-pilot updates to research instruments	30 th of July 2017	N/A
	2. Implementation of survey, collection of data, and provision of cleaned database to the Client	15 th of September 2017	N/A
	3. Top-line Presentation of quantitative research to Client and provision of cleaned database to Client	25 th of September 2017 or as negotiated with Client	N/A 15%
	4. First draft of Methodology note (including section on quality metrics) pertaining to quantitative study	30 th of September 2017	N/A
	5. Assistance with queries on data and methodology	N/A	
2.2 Qualitative study	1. Finalized study design and Sampling Plan. Finalized, translated, field-ready Research Instruments (English and local language versions). Piloting of research instruments. Post-pilot updates to research instruments and methodology as appropriate.	25 th of July 2017	30%
	2. Conduct of field research	7 th of September 2017	
	3. English language transcripts of all research protocols and respondent contact information databased provided to client	14 th of September 2017	
	4. Synthesis meeting (with Client and partner MIDO) to draw out key themes of research	25 th of September 2017 or as negotiated with Client	
	5. First draft of slides based on Synthesis Meeting. First draft of Methodology Note	30 th of September 2017	
	6. Field Photographs (5 per sampling location)		
	7. Assistance with queries on data and methodology		
3. Final	Final version of quantitative slides incorporating Client's feedback	15 th of October 2017	25%
	Final version of qualitative slides incorporating Client's feedback		
	Final version of Methodology Note, incorporating Client's feedback.		

All payments are subject to the deliverables being approved for quality and content, and maybe thus altered, or withheld accordingly.

The Client shall make payments no later than 14 days of receiving invoice from Client. The Client shall raise invoice only upon the Client approving a given deliverable(s).

4.0 RESPONDENT SAMPLE FOR QUALITATIVE RESEARCH (FOCUS GROUP DISCUSSIONS AND IN-DEPTH INTERVIEWS)

#	LOCATION	TOPIC OF FOCUS	PARTICIPANTS	GENDER*	AGE	SEC*	OTHER CRITERIA
1	Yangon	Ethnicity	6	2F, 2M, 3F/M	2 of (15-24), (25-34), (35-44)	3 of A/B/C/D/E	Mixed ethnic composition
2		Religion (Buddhist)	6	2F, 2M, 3F/M	2 of (15-24), (25-34), (35-44)	3 of A/B/C/D/E	Buddhist only
3		Religion (Non-Buddhist)	6	2F, 2M, 3F/M	2 of (15-24), (25-34), (35-44)	3 of A/B/C/D/E	Non-Buddhist only
4		Gender	6	6 F	2 of (15-24), (25-34), (35-44)	3 of A/B/C/D/E	Mixed religious/ethnic composition
5		LGBTI* (ABC)	6	2F, 2M, 3F/M	2 of (15-24), (25-34), (35-44)	A/B/C	Mixed religious/ethnic background
6		LGBTI* (CDE)	6	2F, 2M, 3F/M	2 of (15-24), (25-34), (35-44)	C/D/E	Mixed religious/ethnic background
7	Social Influencers Yangon	Politics (Opposition/Neutral)	6	2F, 2M, 3F/M	2 of (15-24), (25-34), (35-44)	3 of A/B/C/D/E	Opposition and Neutral views
8		Politics (Pro-Government/Neutral)	6	2F, 2M, 3F/M	2 of (15-24), (25-34), (35-44)	3 of A/B/C/D/E	Pro-government and neutral views
9	Rakhine	Religion (Muslim)	6	2F, 2M, 3F/M	2 of (15-24), (25-34), (35-44)	3 of A/B/C/D/E	Rakhine Muslim only
10		Religion (Non-Muslim)	6	2F, 2M, 3F/M	2 of (15-24), (25-34), (35-44)	3 of A/B/C/D/E	Rakhine non-Muslim only
12		Gender	6	6 F	2 of (15-24), (25-34), (35-44)	3 of A/B/C/D/E	Rakhine Muslim only
13	Kachin	Ethnicity/ Religion (Kachin)	6	2F, 2M, 3F/M	2 of (15-24), (25-34), (35-44)	3 of A/B/C/D/E	Kachin only
14		Ethnicity/ Religion (Non-Kachin)	6	2F, 2M, 3F/M	2 of (15-24), (25-34), (35-44)	3 of A/B/C/D/E	Non-Kachin only
15		Gender	6	6 F	2 of (15-24), (25-34), (35-44)	3 of A/B/C/D/E	Mixed ethnic composition
16		Politics	6	2F, 2M, 3F/M	2 of (15-24), (25-34), (35-44)	3 of A/B/C/D/E	Pro-KIA and neutral individuals
17	Mandalay	Religion (Buddhist)	6	2F, 2M, 3F/M	2 of (15-24), (25-34), (35-44)	3 of A/B/C/D/E	Buddhist only, mixed ethnicity
18		Religion (Non-Buddhist)	6	2F, 2M, 3F/M	2 of (15-24), (25-34), (35-44)	3 of A/B/C/D/E	Non-Buddhist only, mixed ethnicity
	Total		102				

* NOTES ON RESPONDENT SAMPLE FOR QUALITATIVE RESEARCH

1. GENDER: M = Males, F = females. For the purposes of the study, gender expresses the gender identity of the respondent, not the biological sex. In other words, transgender respondents born as male, but identifying as female are to be classified as female, and vice versa.
2. SEC: Socio-economic classification grid for Myanmar (based on household income) commonly used in the market research.

Income in Kyats/month	SEC
100,000 or below	E
100,001 - 200,000	D
200,001 - 300,000	
300,001 - 400,000	C
400,001 - 500,000	
500,001 - 600,000	B
600,001 - 700,000	
700,001 - 800,000	
800,001 - 900,000	
900,001 - 100,0000	
over 1,000,000	A

3. LGBTI refers to lesbian, gay, bisexual, transgender, intersex, queer.
4. Each group has a key topic that is the primary issue to be explored, but not necessarily be limited by it. Certain groups, for instance, will be discussing religion and ethnic identity together, others ethnic identity only without religion playing a central role. Similarly, a focus group on gender will be looked through the prism of religion and religious identity in certain areas. Therefore, intersectional view of some of the topics is necessary to explore the experience and behavior of Internet users.
5. In instances when respondent(s) prefer in-depth interviews to focus groups (political, religious, security, or other considerations), the consultant must consult with LIRNEasia and agree on the format of the discussions before proceeding with a plan of action. In-depth interviews might be the preferred format for individuals and issues for the purposes of delving deeper on the issues that could not be otherwise obtained during the focus groups.

ANNEX 1: TECHNICAL PROPOSAL TEMPLATE

Myanmar Online Behavior Study

Technical Proposal made by

< Authorized Entity Firm Name>, together with < Collaborating Entity Firm Name> and < Collaborating Entity Firm Name> (*delete as appropriate*)

1) The Consultant's Organization

Brief profile about firm leading the bid (Authorized Entity), indicating clearly the presence of legally incorporated offices under the prevailing laws in the Study country, if applicable. No more than 1 page. Please attach scanned copies of Bidder and/or Collaborating Entity's country business registrations.

Brief profile of the first Collaborating Entity indicating clearly the presence of legally incorporated offices under the prevailing laws in the Study country, if applicable. Any prior collaboration with Authorized Entity (if applicable) to be included. No more than ½ a page.

(duplicate for each Collaborating Entity, up to 4 Firms including Authorized Entity)

For Collaborations only: Exact role and tasks to be performed by each Entity included in this Bid.

	Tasks
Authorized Entity: <Insert Firm Name>	1.
Collaborating Entity 1: <Insert Firm Name>	1.
Collaborating Entity 2: <Insert Firm Name>	1.

...	
...	

Field strength and field strategy	
Firm undertaking fieldwork	
Number of full-time fieldwork staff	
Number of part-time fieldwork staff	
Number of temporary fieldwork staff to be recruited for the project	
Minimum qualifications and experience for recruiting fieldwork staff (specify supervisor/interviewers separately, and permanent/temporary if different):	

Access to national data for sampling purposes :	
<p>Does the Bidder or Collaborating Entity have current access to online users? If 'yes', please specify</p> <p>a) representativity of the data set (at national level of Myanmar Internet users) sample frame or master sample frame;</p> <p>b) from what year this data is; and</p> <p>c) if either entity has used the same for sampling in past research.</p>	

2) Bidder's Experience

Please provide details of previous experience in carrying out survey work that:

- a) Targets a selected population, across selected states and demographics in the Study country
- b) Demonstrates country expertise in carrying out research in the Study Country
- c) Demonstrates experience in carrying out online survey
- d) Demonstrates experience carrying out qualitative research, including focus groups or in-depth interviews, in particular

3) Key Personnel / Team

3.1 Team Structure:

Provide the names of persons that will fill the roles that are mandatory (one person may take up more than one role). Add other roles and describe responsibilities as desired. **Note that proposed Team Leader shall be the Client’s primary contact person for the full duration of the Study, shall be a permanent employee of the firm leading the bid and handling contracting (i.e. of the Authorized Entity) and shall not be replaced or removed from this role for the entire duration of the Study without explicit authorization of the Client. Other senior staff that will provide broad guidance and advice should be listed separately.**

ROLE	Name of proposed Team Member, organization, and proposed physical location during the Study	Years of Survey experience	Tasks Assigned
1. Team Leader	-		- Team leader and Client’s primary contact person for duration of assignment - ...
2. Field Manager	-		
3. Etc. (add as appropriate)			

3.2 Key personnel/team member qualifications

For the overall Team Leader, please provide details of qualifications and previous experience that demonstrate competency in carrying out specified/assigned tasks below.

Team Leader (Overall) (No more than 1 page):

Field Manager (no more than ½ page) :

4) Approach, methodology and quality assurance

The Client is currently considering the sampling methodology/ies, as described in Section 3.2 of this RFP (Client Methodology). Complete the form below, indicating clearly the following:

Methodology A, as proposed by the Client in the space below:

- b) A detailed commentary on the methodology proposed by the Client, as well as the variations proposed (Variation 1 and Variation 2) including the pros and cons thereof, including trade-offs involved in recruitment, data quality, representativeness, cost, time and other applicable dimensions. anticipated problems.
- c) An indicative sample size is provided in Section 3.2; the Consultant should use this as a guide to develop a more detailed sample plan (e.g., by state, etc.)
- d) Any other comments, concerns or suggestions on the method and/or approach to the overall Study.

Methodology B - Alternative Methodology:

If the Bidder wishes to propose an alternate methodology which can achieve the study objectives, while ensuring precision of results and cost-effectiveness, this method should be detailed in the box provided giving justification while addressing the above points (a-c).

No more than 2 pages of comments and discussions on each proposed methodology will be read.

Methodology A - Discussion and comments on proposed Client Methodology (and Variation 1 and 2 where appropriate). No more than 2 pages.

Quantitative Research Methodology

Qualitative Research Methodology

Methodology B - Alternate methodology proposed by Bidder, if at all , with justification. No more than 2 pages.

Quantitative Research Methodology

Qualitative Research Methodology

Quality control procedures. Please specify the quality control mechanisms that will be taken for the Study. No more than ½ page.

5) Proposed schedule illustrated in a Gantt chart

The time required for finalizing and formatting the questionnaire, translating questionnaire into relevant local languages, piloting (field testing) of questionnaires and making subsequent changes, obtaining local permissions/authorizations to conduct fieldwork, training of field staff, carrying out survey implementation (including one day for listing on the field in each Enumerator Area, and 1 day for survey implementation), data

entry and clean up, data analysis and top line presentation to Client are minimum activities that must be included in the time line. Please provide separate Gantt charts for quantitative and qualitative research components.

a) Schedule for Client Methodology (Methodology A)

b) Schedule for Alternate Methodology Proposed by Bidder(Methodology B)

6) Responsibilities of the Client

Please indicate any responsibilities of the Client which the Bidder foresees.

Responsibilities of the Client

ANNEX 2: FINANCIAL PROPOSAL TEMPLATE

Methodology A - Proposed cost for Client Methodology			
	Sample size	Total Cost in USD	Indicative incremental cost of each additional survey, beyond proposed sample size, in USD (see Note 1 below)
Online Survey			
In-depth interviews/Focus groups			
Any assumptions used in arriving at above costs:			
<i>Note 1: This information will only be used by the Client to determine the feasibility of increasing the sample size beyond what is proposed by the Consultant.</i>			

Methodology B - Proposed cost for Alternate Methodology Proposed by Bidder			
	Sample size	Total Cost in USD	Indicative incremental cost of each additional survey, beyond proposed sample size, in USD (see Note 1 below)
Any assumptions used in arriving at above costs:			
<i>Note 1: This information will only be used by the Client to determine the feasibility of increasing the sample size beyond what is proposed by the Consultant.</i>			

ANNEX 3: CONTRACT TEMPLATE

The sample Contract, which will be modified for this study, is contained in Annex 3 below. The final Contract therefore may need to be between CONNECTasia Forum Pte. Ltd. and the selected Bidder. This decision will be made in advance of the RFP evaluations being completed.

CONTRACT

BETWEEN

<<<Full name of Consultant>>>

<<<Registered Address>>>

AND

LIRNEasia

12 Balcombe Place, Colombo 0800 Sri Lanka

for the conduct of

**STUDY TO ASSESS EXPERIENCES AND PERCEPTIONS OF
ONLINE SECURITY & PRIVACY BY INTERNET USERS IN
MYANMAR**

<<Date>>

Consultant	Client

CONTRACT

THIS CONTRACT (hereinafter called the “Contract”) is entered into this <<date>>by and between LIRNEasia, having its principal place of business at 12 Balcombe Place, Colombo 0800, Sri Lanka (hereinafter called the “Client”) and <<<Name of the Consultant>>>, having its principal office located at <<<Address of Consultant>>> (hereinafter called the “Consultant”),

WHEREAS,

- a) The Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”); and
- b) The Consultant, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) General Conditions of Contract;
 - (b) Appendix A: Description of Services
 - (c) Appendix B: Schedule of Payments
- 2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in this Contract, in particular:
 - (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) The Client shall make payments to the Consultant in accordance with the provisions of the Contract.

For and on behalf of:
LIRNEasia

_____ Date
Helani Galpaya, CEO (LIRNEasia)

For and on behalf of :
<<<Consultant>>>

_____ Date
<<<Name of signatory>>>
<<<Designation of signatory>>>

Consultant	Client

GENERAL CONDITIONS OF CONTRACT

1. **Services** The Consultant shall perform the Services specified in **Appendix A, “Description of Services,”** which is made an integral part of this Contract (“the Services”).
2. **Term** The Consultant shall perform the Services according to the timeline set out in **Appendix A, “Description of Services,”** of the Contract, or any other period as may be subsequently agreed by the parties in writing.
3. **Payment**
 - 3.1. **Ceiling** For Services rendered pursuant to **Appendix A, “Description of Services,”** the Client shall pay the Consultant an amount not to exceed <<<**Total value of contract in words**>>> **United States Dollars (USD**<<**amount in numbers**>>). This amount has been established based on the understanding that it includes all of the Consultant’s costs including all relevant taxes.
 - 3.2. **Schedule of payments** of For services rendered pursuant to the conduct of **Study to Assess Experiences and Perceptions of Online Security and Privacy by Internet Users in Myanmar,** the client shall pay the consultant as per **Appendix B, “Schedule of Payments.”**
 - 3.3. **Payment conditions** Payment shall be made in United States Dollars (USD) in accordance with Appendix B. The Client shall not be responsible for any currency fluctuation in the Consultant’s foreign currency denominated costs during the course of the Contract.
4. **Performance Standards** The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.
5. **Copyright and Use**
 - 5.1. **Copyright and ownership of Material** Any data, study reports or other material, graphic, software or otherwise (“the Material”), collected or prepared by the Consultant specifically for the Client under the Contract shall belong to and remain the property of the Client.

Consultant	Client

5.2. Use and Publication of Material

(a) Subject to Clause 5.2(b), the Client may use and publish the Material in any way that it wishes.

(b) The Materials may not be used in legal proceedings. Client will not use or publish the Material in a misleading manner. Any conclusions from the data will be the sole responsibility of the Client.

(c) The Client may enter into contracts with third parties (“Third Parties”) which will result in the insertion of specific questions in the questionnaire. The Client reserves the right to vest ownership of the data resulting from those questions with the Third Parties. This data is to be treated as highly confidential, and, may not be used in any manner by the Consultant, without prior written permission of the Client. The Client will indicate in writing to the Consultant which questions are to be treated in this manner if any. Any Third Party use of such data shall be subject to the terms of this Contract.

Consultant	Client

6. Ethical standards Before an individual becomes a participant in the research detailed in **Appendix A, “Description of Services,”** (a “Subject of Research”), he/she shall be notified of:

- a) The aims, methods, anticipated and potential hazards of the research, if any;
- b) His/her right to abstain from participation in the research and his/her right to terminate at any time his/her participation; and
- c) The confidential nature of his/her replies

No individual shall become a Subject of Research unless he/she is given the notice referred to in the preceding paragraph and provides a freely given consent that he/she agrees to participate. No pressure or inducement of any kind shall be applied to encourage the individual to become a Subject of Research.

Proof of notification of the above (6a-6c) will be obtained by way of obtaining the Subject of Research’s signature or for illiterate Subjects of Research some other suitable way determined in consultation with the Client

The identity of individuals from whom information is obtained in the course of the research shall be kept strictly confidential. At the conclusion of the term of the Contract, any information that reveals the identity of individuals who were Subjects of Research shall be destroyed unless the individual concerned has consented otherwise in writing. No information revealing the identity of any individual shall be included in the final report or in any other communication prepared in the course, or as a result of the research, unless the individual concerned has consented in writing to its inclusion beforehand.

Where Subjects of Research are to be photographed, prior consent from them will be obtained and documented.

Where contact information is to be obtained and recorded from the Subjects of Research, prior consent from the Subjects of Research to record this information on behalf of the Client will be obtained and documented. Such contact information shall be treated as strictly confidential.

When children are involved in the research, in addition to the requirements set out in the preceding paragraphs being complied with, children shall not be allowed to participate unless:

- i. Their parents or legal guardians have been counseled with respect to the children’s participation in accordance with paragraphs 6(a), 6(b) and 6(c); and
- ii. Their parents or legal guardians have given their free, explicit, and informed consent to the participation of the children in the research.

Parents or legal guardians shall have the right to withdraw their children from the

Consultant	Client

research at any time.

7. Extension of contract

This contract may be extended, subject to written agreement between the Consultant and the Client.

8. Assignment

The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent. In the event that the Consultant sub-contracts any portion of the Contract to third parties (Sub-contracted Parties), the Client should be informed in writing of such Sub-contracted Parties before the Sub-contracted Parties are contracted by Consultant; credentials of the Sub-contracted Parties along with details of any prior working experience with Consultant should be provided to the Client; any objections by the Client shall be raised within ten (10) working days. The Consultant shall ensure that all terms and conditions on this Contract are enforced upon such Sub-contracted Parties.

9. Law Governing Contract and Language

The Contract shall be governed by the laws of Sri Lanka, and the language of the Contract shall be English.

10. Termination By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give not less than thirty (30) days' written notice of termination to the Consultant, and forty (40) days' in the case of the event referred to in (e).

(a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract or does not ensure quality of service expected under this contract, within fifteen (15) days after being notified or within any further period as the Client may have subsequently approved in writing.

(b) If the Consultant becomes insolvent or bankrupt.

(c) If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

(d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(e) If the Consultant fails to comply with any final decision reached as a result of any dispute resolution proceedings.

11. Termination By the Consultant

Notwithstanding anything to the contrary contained in these terms and conditions or any other agreements between the Parties hereto, the Consultant may without prejudice to any legal right or remedy which may be available to it for any breach or nonobservance by the Client of these terms and conditions, terminate this Contract by giving not less than thirty (30) days' written notice of termination to the Client, on any one or more of the following grounds:

(a) If the Client is in breach of the Client's obligations hereto.

Consultant	Client

12. Limitation of Liability

Consultant shall refund any fees paid for project deliverables that it fails to deliver. Consultant shall use reasonable efforts to correct errors that Client identifies in the information Consultant has delivered. If Client returns all copies of uncorrectable erroneous information delivered by Consultant, Consultant shall reimburse Client for its proven actual damages from such errors, up to an aggregate maximum not to exceed Consultant's charges for the erroneous information. Except for the liabilities specifically assumed in the foregoing sentences, the indemnification provisions of this Agreement and for breaches of confidentiality, neither party shall otherwise be liable, in contract, tort (including negligence) or otherwise, for any loss, expense or damage of any kind including, without limitation, direct, special, incidental or consequential damages, due to any failure to furnish or delay in furnishing any services, any errors in any services, project deliverables or data, or their use by Client or others. These remedies are exclusive.

Consultant	Client

LIST OF APPENDICES

- Appendix A:** Description of Services <<as specified in the RFP, with adjustments according to the final agreed upon study parameters>>
- Appendix B:** Schedule of Payments <<as specified in the RFP, with adjustments according to the final agreed upon study parameters>>

Consultant	Client