

REQUEST FOR CURRICULUM VITAE

Issued on February 4, 2024

for

EVALUATION CONSULTANT

SUPPORT TO THE PUBLIC SECTOR TRANSFORMATION PROGRAMME

Tender #: TIU/2024/PEU/3CV-001

Project Name: GOJ Public Sector Transformation Programme IADB JA-L1073 – Support to the Public Sector Transformation Programme

Procuring Entity:

Transformation Implementation Unit, Ministry of Finance and the Public Service



SECTION 1: INSTRUCTIONS TO CONSULTANTS (ITC)

TENDER#: TIU/2024/PEU/3CV-001

The Evaluation Consultant will conduct the Final Evaluation which aims to fully examine the relevance, efficiency, effectiveness, and sustainability of the Public Sector Transformation Programme, while identifying lessons learned and factors that can improve implementation for future programmes.

- 1. An individual will be selected using the **3CV** methodology and procedures described in this ITC, in accordance with the Policies for the Selection and Contracting of Consultants Financed by the Inter-American Development Bank (GN-2350-9) and the National Competitive Bidding Procedures of the GOJ's Public Procurement Act and accompanying regulations.
- 2. We kindly ask that your submission must include:
 - Curriculum Vitae;
 - Any other documents proving the Consultant's experience (sample optional form attached).
- 3. All documents should be done in **PDF** format and submitted via email to:
 - Email address: procurement@transformation.gov.jm
 - Email Subject: TIU/2024/PEU/3CV-001– Final Evaluation Consultant

The deadline for receipt of your submission by the Procuring Entity is February 13, 2024.

- 4. An email confirmation will be sent for all submissions received electronically before the specified deadline. No hard copy document should be submitted. **Late submissions will not be accepted.**
- 5. All documents submitted should be in English.
- 6. From the date that the submission is opened to the time the contract is awarded, the Consultant should not contact the Client on any matter related to their submission. Any effort by the Consultant to influence the Client in the examination, evaluation, ranking of Curriculum Vitae, and recommendation for award of Contract may result in the rejection of the Consultant's submission.
- 7. The evaluation committee, appointed by the Client, evaluates the CVs based on their responsiveness to the Terms of Reference.
- 8. Individuals may request clarifications of any of the attached documents up to (and including) **February 7, 2024**. Clarifications must be sent via email to:
 - Email address: procurement@transformation.gov.jm
 - Email Subject: TIU/2024/PEU/3CV-001– Final Evaluation Consultant

SECTION 1: TERMS OF REFERENCE

FINAL EVALUATION CONSULTANT

PROGRAMME BACKGROUND

The Government of Jamaica (GOJ) outlined a policy for Public Sector Transformation including the establishment of the Transformation Implementation Unit (TIU) in January 2017 to spearhead implementation. The vision of a transformed public sector is a modern public service that is fair, values people, and consistently delivers high-quality services.

The transformation programme is being funded by the Inter-American Development Bank (IDB) over six years and aims to address the quality, cost, and efficiency of public services in Jamaica. The programme is being executed by the Ministry of Finance and the Public Service (MOFPS) and has two main components: (1) Enhancing Quality of Public Services; and (2) Enhancing Efficiency in Public Spending.

The programme focuses on five critical areas of service delivery in the first phase. These are: (i) the introduction of shared corporate services (SCS) in eight operational areas; (ii) compensation management; (iii) human resource management (HRM) transformation; (iv) public sector efficiency and ICT; and (v) rationalisation of public bodies.

The challenges to be addressed are: (i) the underutilization of information and communication technology (ICT) across the public sector; (ii) cumbersome processes to access public services; (iii) a relatively large and expensive workforce; (iv) too many public bodies in existence and lack of adherence to the accountability framework; and (v) limited capacity to implement public sector reform initiatives.

BACKGROUND

The Final Evaluation is a key milestone of the Support to the Public Sector Transformation Programme and will adopt mostly a retrospective approach, while still forward-looking for the early signs of impact and lessons learnt for future programmes. The intended primary users of the findings and recommendations of the Evaluation will drive accountability, learning, and evidence-based decision-making and management using the proposed actionable recommendations to enable the success of future programmes. The primary audience includes:

- management/leadership of the TIU;
- leadership within the MOFPS with portfolio responsibility for the Transformation Programme, specifically the Minister of Finance and the Public Service and the Financial Secretary, and the Deputy Financial Secretary - Public Expenditure Division with responsibility for budgetary allocation;
- IDB;
- Permanent Secretaries' Board; and

 project beneficiaries and implementing partners, including the wider Government of Jamaica.

ASSIGNMENT OBJECTIVE

The Final Evaluation aims to fully examine the relevance, efficiency, effectiveness and sustainability of the Programme, while identifying lessons learned and factors that can improve implementation for future programmes. In particular, the Evaluation seeks to:

- i. Assess the performance of the Programme against its intended outputs, as set out in the Results Matrix and Progress Monitoring Report.
- ii. Analyse the extent to which the project achieved the objectives stipulated, what problems or challenges were encountered, and what corrective actions were required/taken.
- iii. Assess operational aspects, such as project management and implementation of project activities towards achieving the objectives.
- iv. Assess project performance to date (in terms of relevance, effectiveness, and efficiency), and determine the likelihood of the project achieving its intended outcomes and impacts, and the implementation of planned project activities and planned outputs against actual results and the reason for variances if any. The lessons learned and best practices from the implementation of the project will also be explored.
- v. Determine whether the project achieved its objectives and whether outcomes were relevant, efficient, effective, sustainable, and what are the early signs of impact. If there is a variance in actual and target, the reasons for such difference.

SCOPE OF WORK

The Consultant will be required to execute the following activities by phases:

1. Inception Phase

- 1.1. Conduct an inception meeting with the Project Execution Unit, IDB Country Office, and any other relevant stakeholders.
- 1.2. Review key documents to gain an understanding of the project, including the Proposal for Operations Development (POD) and its annexes, Project Monitoring Reports (PMR), the Pluriannual Execution Plan (PEP), the Annual Operational Plans (AOP), Monitoring and Evaluation Plan and Results Matrix.
- 1.3. Finalise list of stakeholders to be interviewed.
- 1.4. Prepare an Inception Report and work plan for the assignment.

2. Analysis and Evaluation Phase

2.1. Determine the relevance, effectiveness, efficiency and sustainability of the Programme. The Evaluation should seek to answer the following:

2.1.1. Relevance

- To what extent did the project achieve its overall objectives?
- What and how much progress has been made towards achieving the overall outputs and outcomes of the project (including contributing factors and constraints)?
- To what extent were the results (impacts, outcomes and outputs) achieved?

- Were the inputs and strategies identified, and were they realistic, appropriate and adequate to achieve the results?
- Was the project relevant to the identified needs?

2.1.2. Efficiency

- Was the process of achieving results efficient? Specifically did the actual or expected results (outputs and outcomes) justify the costs incurred? Were the resources effectively utilized? How well were the allocated resources used to meet the Programme objectives?
- What factors contributed to implementation efficiency?
- Did project activities overlap and duplicate other similar interventions (funded nationally and/or by other donors? Are there more efficient ways and means of delivering more and better results (outputs and outcomes) with the available inputs?
- Could a different approach have produced better results?
- How was the project's collaboration with the key stakeholders?
- How efficient were the management and accountability structures of the project?
- How did the project financial management processes and procedures affect project implementation?
- What are the strengths, weaknesses, opportunities and threats of the project implementation process?

2.1.3. Effectiveness

- Was the project effective in delivering desired/planned results?
- To what extent did the Project's M&E mechanism contribute to meeting project results?
- How effective were the strategies and tools used in the implementation of the project?
- How effective has the project been in responding to the needs of the beneficiaries, and what results were achieved?
- What are the future intervention strategies and issues?

2.1.4. Sustainability

- To what extent are the benefits of the project likely to be sustained after the completion of this project?
- What is the likelihood of continuation and sustainability of project outcomes and benefits after completion of the project?
- How effective were the exit strategies, and approaches to phase out assistance provided by the project including contributing factors and constraints.
- What are the key factors that will require attention in order to improve prospects of sustainability of Project outcomes and the potential for replication of the approach?
- How were capacities strengthened at the individual and organizational level (including contributing factors and constraints)?
- Describe the main lessons that have emerged.

• What are the recommendations for similar support in future? (NB: The recommendations should provide comprehensive proposals for future interventions based on the current evaluation findings).

3. Reporting Phase - Final End-of-Project Evaluation Report

- 3.1. Prepare and submit Draft Final Evaluation Report
- 3.2. Make presentations on the Draft Final Evaluation Report
- 3.3. Incorporate feedback received from the key stakeholders and submit the finalized Final Evaluation Report

RECOMMENDED METHODOLOGY

The Final Evaluation Report must provide evidence-based information, and as such, the Consultant must undertake a review of all relevant Programme documents, annual operational plans, programme/project reports, budgets, progress reports, and other relevant material.

The Consultant is expected to utilise a participatory and consultative approach, ensuring close engagement with the Project Execution Unit, IDB Country Office, participating government agencies and other key public and private sector stakeholders. The Consultant is also expected to make a presentation of the findings to a reference group before finalization of the Final Evaluation Report.

DELIVERABLES AND PAYMENTS SCHEDULE

The deliverables under this project are shown in table below. All deliverables/documents submitted must conform to the following minimum standards:

- 1. Should follow the draft outline that is to be submitted and approved prior to the deliverable being formally submitted.
- 2. Use language appropriate for a non-technical audience (except in the case of the requirements documents).
- 3. Be comprehensive, properly formatted and well presented.
- 4. Provide justifications for all assumptions.
- 5. Show evidence of consultation.
- 6. Final version of deliverables to be submitted in electronic editable format and one hard copy labelled in keeping with the reference of the specified deliverable.
- 7. Deliverables will be considered approved when they are accepted by the Finance and Administration Manager, based on the defined and agreed performance standards for delivery.

Ref	Deliverable Description		% of
			Contract
			Price
1.	Inception Report	A document detailing the consultant's approach,	20%
	and Work Plan	activities, and scheduling being used to achieve the	
		project objectives submitted within 15 days of contract	
		signing.	
2.	Draft Evaluation	A document detailing all findings, recommendations,	30%
	Report	issues, constraints, and assumptions aligned to the scope	
		of work, in a format acceptable to the IDB and the TIU.	
		This should also include a PowerPoint® presentation	
		delivered to a reference group within the MOFPS	
		detailing the main findings and tentative	
		recommendations to the reference group(s).	
3.	Final Evaluation	Final Evaluation Report to be submitted by Feb-11-2024,	50%
	Report	incorporating all adjustments identified in the draft report	
		by the project sponsor and the IDB.	

CHARACTERISTICS OF THE ASSIGNMENT

Reporting Relationships: The consultant will ultimately report to the Executive Director TIU,

with deliverables and/or reports being reviewed for recommendation

of approval by the TIU Programme Manager/PMO Lead.

The consultant will therefore be required to provide all deliverables to the Programme Manager/PMO Lead who will guide the

implementation of the project activities accordingly.

Nature of the Assignment: The assignment is on purely contractual basis.

Duration of contract: Three (3) months.

Location: Kingston, Jamaica | Travel may be required to other Government

entities within and outside the Kingston Metropolitan Area.

Type of Consultancy: Individual

Type of Contract: Lump-sum payments made based on accepted deliverables.

MINIMUM QUALIFICATION AND EXPERIENCE

The incumbent should meet the minimum required qualifications as detailed below or based on equivalency. Equivalency decisions are made based on a combination of education and experience that would provide the required knowledge and abilities.

8.1 Education

- Bachelor's degree in Economics, Evaluation, Business Administration, Management Studies, Project Management or any other related Social Science or relevant discipline, from a recognized University.
- Post Graduate degree or relevant certification/training would be an asset.

8.2 Experience

- 10 years' experience in applied research using both quantitative and qualitative methods with specific experience in developmental evaluation,
- 5 years' experience in at least three of the following areas: monitoring and evaluation, survey design and management, quantitative and qualitative research methods; conducting interviews with stakeholders and project management,
- Proven experience working with the public sector in Jamaica and/or Caribbean,
- Proven experience conducting evaluations in Governmental organizations, international organizations, and small island nations.

8.3 Required Competencies and Skills

- Working knowledge of policies, procedures, regulations of the GOJ and/or associated funding partners (e.g., IDB, World Bank).
- Practical knowledge of, and experience in the field of project evaluation.
- Ability to react to project adjustments and alterations promptly and efficiently.
- Business Analysis & Continuous Improvement
 - O Demonstrate ability to plan (formulate objectives, set priorities) and organize work in a logical manner to meet deadlines consistent with project interests.
 - o Possess sound approaches on how to source information to execute tasks.
 - o Demonstration of ability to identify and evaluate practical solutions and strategies.
 - o Evidence of analytical & critical thinking, as well as sound judgement.
- Team Working and Personal Effectiveness Skills
 - Flexible, works independently, resourceful, meets deadlines and works well under pressure.
 - The ability to work effectively (time management, communications, negotiations etc.) alone and with others.
 - Prove track record of working effectively within multi-disciplinary teams and/or project teams.
 - The ability to work within a team in situations which can be unclear and for which there is no obvious solutions.

Command of Technology

- O Proficiency in use of Microsoft Office Suite and other relevant computer applications and systems.
- Analysis and Continuous Improvement Skills
 - O Demonstrate ability to plan and organize work in a logical manner to meet deadlines.
 - o Possess sound approaches on how to source information to execute tasks.
 - o Demonstration of ability to identify and evaluate practical solutions and strategies.
 - o Evidence of analytical & critical thinking, as well as sound judgement.

SECTION 2: PROHIBITED PRACTICES

- 1. The Bank requires that all borrowers (including grant beneficiaries), executing agencies and contracting agencies as well as all firms, entities, and individuals bidding for or participating in a Bank-financed activity including, inter alia, applicants, bidders, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers and concessionaires (including their respective officers, employees, and agents irrespective of whether the agency is express or implied), adhere to the highest ethical standards, and report to the Bank all suspected acts of Prohibited Practices of which they have knowledge or become aware both, during the bidding process and throughout negotiation or execution of a contract. Prohibited Practices include acts of (a) corrupt practices, (b) fraudulent practices, (c) coercive practices, (d) collusive practices and (e) obstructive practices. The Bank has established mechanisms to report allegations of Prohibited Practices. Any allegation shall be submitted to the Bank's Office of Institutional Integrity (OII) for the appropriate investigation. The Bank has also adopted sanctions procedures to adjudicate cases. The Bank has also entered into agreements with other International Financial Institutions (IFIs) to mutually recognize sanctions imposed by their respective sanctioning bodies.
 - a. The Bank defines, for the purposes of this provision, the terms set forth below:
 - i.A "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - ii.A "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - iii.A "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - iv.A "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party; and
 - v.An "obstructive practice" is:
 - a. Deliberately destroying, falsifying, altering or concealing evidence material to the investigation or making false statements to investigators in order to materially impede a Bank Group investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - b. Acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.1 (e) below.
 - b. If, in accordance with the Sanctions Procedures of the Bank, it is determined that at any stage of the procurement or implementation of a contract any firm, entity or individual bidding for or participating in a Bank-financed activity including, inter alia, applicants, bidders, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers, concessionaires, Borrowers (including grant Beneficiaries) executing agencies or contracting agencies (including their respective officers, employees and agents irrespective of whether the agency is express or implied) engaged in a Prohibited Practice the Bank may:
 - i.not finance any proposal to award a contract for works, goods, and related services as well as consulting services financed by the Bank;
 - ii.suspend disbursement of the operation if it is determined at any stage that an employee, agent or representative of the Borrower, Executing Agency or Contracting Agency has engaged in a Prohibited Practice;
 - iii.declare Misprocurement and cancel, and/or accelerate repayment of, the portion of a loan or grant earmarked for a contract when there is evidence that the representative of the Borrower, or Beneficiary of a grant, has not taken the adequate remedial measures (including, inter alia, providing adequate notice to the Bank upon learning of the Prohibited Practice) within a time period which the Bank considers reasonable;

- iv.issue the firm, entity, or individual a reprimand in the form of a formal letter of censure of its behaviour;
- v.declare that a firm, entity, or individual is ineligible, either permanently or for a stated period of time, to (i) be awarded or participate in activities financed by the Bank; and (ii) be nominated 1 sub-consultant, sub-contractor, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract;
- vi.refer the matter to appropriate law enforcement authorities; and/or
- vii.Impose other sanctions that it deems to be appropriate under the circumstances, including the imposition of fines representing reimbursement of the Bank for costs associated with investigations and proceedings. Such other sanctions may be imposed in addition to or in lieu of the sanctions referred above.
- c. The provisions of sub-paragraphs 1.1 (b) (i) and (ii) shall also be applicable when such parties have been temporarily suspended from eligibility to be awarded additional contracts pending a final outcome of a sanction proceeding, or otherwise.
- d. The imposition of any action to be taken by the Bank pursuant to the provisions referred to above will be public.
- e. In addition, any firm, entity, or individual bidding for or participating in a Bank-financed activity including, inter alia, applicants, bidders, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers, concessionaires, Borrowers (including grant Beneficiaries), Executing Agencies or Contracting Agencies (including their respective officers, employees, and agents, irrespective of whether the agency is express or implied) may be subject to sanctions pursuant to agreements that the Bank may have with other IFIs regarding the mutual enforcement of debarment decisions. For purposes of this paragraph, the term "sanction" shall mean any debarment, conditions on future contracting, or any publicly disclosed action taken in response to a violation of an IFI's applicable framework for addressing allegations of Prohibited Practices.
- f. The Bank requires all applicants, bidders, suppliers, and their agents, contractors, consultants, personnel, sub-contractors, service providers, and concessionaires to permit the Bank to inspect any and all accounts, records, and other documents relating to the submission of bids and contract performance as well as to have them audited by auditors appointed by the Bank. Applicants, bidders, suppliers, and their agents, contractors, consultants, subcontractors, sub-consultants, service providers, and concessionaires shall fully assist the Bank with its investigations. The Bank also requires all applicants, bidders, suppliers, and their agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers, and concessionaires to: (i) maintain all documents and records related to the Bankfinanced activities for seven (7) years after completion of the work contemplated in the relevant contract; and (ii) deliver any document necessary for the investigation of allegations of Prohibited Practices and make available employees or agents of the applicants, bidders, suppliers and their agents, contractors, consultants, personnel, sub-contractors, subconsultants, service providers or concessionaires with knowledge of the Bank-financed activities to respond to questions from Bank personnel or any properly designated investigator, agent, auditor or consultant relating to the investigation. If the applicant, bidder, supplier and its agent, contractor, consultant, personnel, sub-contractor, sub-consultant, service provider, or concessionaire fails to cooperate and/or comply with the Bank's request, or otherwise obstruct the investigation, the Bank, in its sole discretion, may take appropriate action against the applicant bidder, supplier and its agent, contractor, consultant, personnel, sub-contractor, service provider or concessionaire.
- g. If the goods, works, and consulting services are procured directly from a specialized agency, all provisions under Attachment 1 regarding sanctions and Prohibited Practices shall apply in their entirety to applicants, bidders, suppliers and their agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers, concessionaires, (including their respective officers, employees, and agents, irrespective of whether the agency is express or implied), or any other entities that signed contracts with such specialized agency to supply such goods, works, consulting services in connection with the Bank-financed activities. The Bank retains the right to require the Borrower to invoke remedies such as

suspension or termination. Specialized agencies shall consult the Bank's list of firms and individuals suspended or debarred. In the event a specialized agency signs a contract or purchase order with a firm or an individual suspended or debarred by the Bank, the Bank will not finance the related expenditures and will apply other remedies as appropriate.

- 2. The Bidders represent and warrant:
 - i.that they have read and understood the Bank's Prohibited Practices and agrees to abide by the applicable rules;
 - ii.that they have not engaged in any violation of Prohibited Practices described herein; iii.that they have not misrepresented or concealed any material facts during the procurement or contract negotiation processes or performance of the contract;
 - iv.that neither they nor their agents, personnel, sub-contractors, sub-consultants or any of their directors, officers or principal shareholders have been declared ineligible by the Bank or by another International Financial Institution (IFI) and subject to agreements that the Bank may have for the mutual enforcement of sanctions to be awarded Bankfinanced contracts or have been convicted of a crime involving Prohibited Practices;
 - v.that none of their directors, officers, or principal shareholders has been a director, officer or principal shareholder of any other company or entity that has been declared ineligible by the bank or by another International Financial Institution (IFI) and subject to agreements that the Bank may have for the mutual enforcement of sanctions, to be awarded a Bank-financed contract or has been convicted of a crime involving Prohibited Practices;
 - vi.that all commissions, agents' fees, facilitating payments, or revenue-sharing agreements related to the Bank-financed activities have been disclosed;
 - vii. That they acknowledge that the breach of any of these warranties constitutes a basis for the imposition of any or a combination of the measures described in Clause 1.1(b).

SECTION 3: ELIGIBILITY AND INTEGRITY CERTIFICATION

In order to comply with the eligibility and integrity requirements for my contracting, by the Inter-American Development Bank (hereinafter the Bank), as an international or national consultant in connection with a project (or program) financed by the Bank, I HEREBY CERTIFY THAT:

- 1. I am a citizen or a "bona fide" permanent resident of the following Bank member country: <u>Click or tap</u> here to name of country.
- 2. I will hold only one full-time contract financed with Bank resources at any given time and should I hold more than one part-time contract financed with Bank resources at any given time, I will only charge a single project or program for the tasks I carry out in any given day.
- 3. If I was part of the Bank's staff within two years prior to the execution of this consulting services contract, I have not participated directly and principally in the operation to which this contract relates.
- 4. I will provide objective and impartial advice, and I confirm that I have no conflicts of interest in accepting this contract.
- 5. I have no working or family relationship with any member of the Borrower, Executing Agency, Contracting Agency or, in the case of a Technical Cooperation, the Project Beneficiary management or staff who may have been directly or indirectly involved in the: (i) preparation of Terms of reference (TOR) of this contract, (ii) the selection process or the supervision of this contract.
- 6. If I am a government official or public servant I hereby declare that: (i) I am on leave without pay during the execution period of this contract, (ii) I have not worked for the Borrower, Executing Agency, Contracting Agency or, in the case of a Technical Cooperation, the Beneficiary for the period of ninety (90) days prior to such leave, and (iii) my hiring does not result in a conflict of interest as indicated in paragraph 1.9 of the Bank's Consultants Policy.
- 7. I will uphold the highest ethical standards and will not incur in any of the Prohibited Practices set forth in the Bank's Consultants Policy, whose definition I hereby acknowledge. Moreover, I hereby declare that I have not been considered ineligible to participate in any contract financed by another international financial institution with whom the Bank has entered into agreements for the mutual recognition of sanctions (cross disbarment). Should the Bank determine, in accordance with its sanctions procedures, that I have engaged in any Prohibited Practice during the selection process or during the execution of this contract, the Bank may adopt one or more of the following measures:
 - a. Issue a warning;
 - b. Inform the Borrower, Executing Agency Contracting Agency or, in the case of a Technical Cooperation, the Beneficiary and/or the authorities responsible for enforcing the laws in the respective country, about the conclusions reached by the Bank as a result of its internal procedures in order to enable them to take the appropriate action;
 - c. Object to my contract; and
 - d. Consider me ineligible, either temporarily or permanently, to be contracted or subcontracted by an eligible third party if my fees will be financed with Bank resources or with funds administered by the Bank.

I UNDERSTAND THAT ANY FALSE OR MISLEADING INFORMATION I MAY HAVE PROVIDED IN CONNECTION WITH THIS CERTIFICATION OR IN CONNECTION WITH THE BANK'S POLICIES WILL RENDER THIS AGREEMENT NULL AND VOID, WILL ENTITLE THE BANK TO ADOPT THE MEASURES IT DEEMS PERTINENT IN ACCORDANCE WITH ITS POLICIES AND REGULATIONS, INCLUDING SANCTIONS AND WILL NOT ENTITLE ME TO ANY INDEMNIFICATION OR TO ANY OTHER FORM OF COMPENSATION.

SIGNATURE: DATE:				
	SIGNATURE:	NAME:	DATE:	