

# CONTRACT

Associated Services

This contract is made this \_\_\_\_\_ April 2017 between the **Caribbean Community Climate Change Centre**, having its principal place of business at 2<sup>nd</sup>. Floor, Lawrence Nicholas Building, Ring Road, City of Belmopan, Belize (hereinafter called “**the Centre**”) and [name of consultant], having its principal place of business at [address of consultant] (hereinafter called “*the consultant*”);

AND WHEREAS the Centre, has received financing from the **KfW German Development Bank**, toward the cost of the project titled “**Coastal Protection for Climate Change Adaptation in Small Island States in the Caribbean**” (CPCCA);

AND WHEREAS the Centre intends to apply part of the proceeds towards the “**Ridge To Reef Ecosystem Rehabilitation, Climate Change Adaptation, Improvement In Fish Biomass In two Coastal Communities In Saint Lucia**”, implemented by **Department of Tourism, Information and Broadcasting, Saint Lucia** (hereinafter called “**DOTIB**”);

AND WHEREAS DOTIB is desirous of obtaining the services of a **Community Outreach Officer** who will ensure the active involvement of community groups, community residents, community organizations and stakeholders in the identification, formulation and implementation of all initiatives under the project;

WHEREAS, the Consultant has represented that he is qualified to render effectively and efficiently the required services, set out as Annex I under this Agreement,

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

## 1. Services

- (i) The Consultant shall perform the services specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).
- (ii) The Consultant shall submit to \_\_\_\_\_, DOTIB the reports in the form and within the time periods specified in Annex B, “Consultant’s Reporting Obligations.”

## 2. Term

The Consultant shall perform the Services during a period of **eighteen (18) months** commencing \_\_\_\_\_, **April 2017** and continuing through \_\_\_\_\_, **September 2018** or any other period as may be subsequently agreed by the parties in writing.

### 3. Payment

#### A. Ceiling

The **Community Outreach Officer** will receive a total of Twenty THOUSAND UNITED STATES DOLLARS (USD\$20,000) over a period of eighteen (18) months.

#### B. Schedule of Payments

The schedule of payments is specified below:

**15%** valued at USD \_\_\_\_\_ upon signing of the contract by the Consultant and the **submission of and DOTIB's approval of a work plan;**

**15%** valued at USD \_\_\_\_\_ upon DOTIB's **approval of Progress Reports and completion of activities as approved in work plan;**

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**15%** valued at USD \_\_\_\_\_ upon DOTIB's **approval of Progress Reports and completion of activities as approved in work plan;**

**40%** valued at USD \_\_\_\_\_ upon DOTIB's **approval of Draft Final Report.**

#### C. Payment Conditions

Payment shall be made in **US Dollars**, no later than 30 days following submission by the Community Outreach Officer of invoices to the Centre. All invoices must be approved by DOTIB, Saint Lucia.

#### 4. **Performance Standards**

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.

#### 5. **Liquidated Damages**

If the consultant fails to complete any or all of the Services by the date(s) of completion or perform Related Services within the period specified in the Contract, the Centre may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to two percent (2%) of the contract price for each week or part thereof of delayed until actual delivery or performance, up to a maximum deduction of ten percent (10%) of the contract price. Once the maximum is reached, the Centre may terminate the Contract pursuant to Clause 14? of this contract.

**6. Confidentiality** The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract, the business or operations of the Centre and DOTIB without the prior written consent of these Agencies.

**7. Project Administration** Coordinator.

The Centre designates \_\_\_\_\_, DOTIB, as the Coordinator, for the contract, The Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables on behalf of the Centre and for receiving and approving invoices for payment.

B. Reports.

The reports listed in Annex B, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3 – "Payment".

**8. Ownership of Material** Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for DOTIB under the Contract shall belong to and remain the property of DOTIB. The Consultant may retain a copy of such documents and software however will not be allowed to disclose such information without the expressed written approval of DOTIB.

**9. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

**10. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.

**11. Conflict of Interest** The Consultant:

- (a) Represents and warrants that he/she individually, or as a member of a firm, has not been previously contracted by DOTIB to supply goods or execute works or provide services, other than the Services, for a project that has originated the Services or is closely related to them.
- (b) Agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the

Consultant, shall be disqualified from providing goods, works or services, other than the Services and any continuation thereof, for any project resulting from or closely related to the Services.

- (c) Agrees that, during the term of this Contract not to enter into any other contract for the provision of services that, by its nature, may be in conflict with the Services assigned to the Consultant.
- (d) Represents and warrants that he/she does not have a business or family relationship with a member of DOTIB's, staff (or of the beneficiary or Borrower of a loan) who are directly or indirectly involved in any part of:
  - (i) the preparation of the TOR of the Contract, (ii) the selection process for such Contract, or (iii) supervision of such Contract, unless the conflict stemming from this relationship has been resolved in an acceptable manner.

**12. Indemnity** The Consultant agrees to indemnify the Centre and DOTIB against any loss, damage or claims arising against the Centre and DOTIB as a result of the actions of the Consultant, his/her/its employees or subcontractors engaged by the Consultant under the Contract.

**13. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the prior written consent of the Centre.

**14. Termination of Contract** Without constituting a breach of contract by either party, the present contract may be terminated for the following reasons: (a) agreement between both parties; and (b) force majeure that may disable the fulfilment of the obligations by of the parties, if written notice is sent fifteen days beforehand. In this event, the relationship will be settled and the Consultant paid for services rendered up to the date of submission of the written justification.

**15. Law Governing Contract and Language** The Contract shall be governed by the laws of Belize, and the language of the Contract shall be in English

**16. Dispute Resolution** Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Belize.

IN WITNESS where of the parties hereto have caused this Agreement to be executed in accordance with the laws of [name of country] on the day, month and year indicated above.

For: **the Caribbean Community  
Climate Change Centre**

For: **Community Outreach Officer**

Name: Dr. Kenrick Leslie

Name: \_\_\_\_\_

Title: Executive Director

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Signature:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

DOTIB

**ANNEX I**

Terms of Reference

**ANNEX II**

Consultant's Reporting Obligations  
Revised

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