

CONTRACT

This contract is made this _____, March 2019 between the **Caribbean Community Climate Change Centre**, having its principal place of business at 2nd. Floor, Lawrence Nicholas Building, Ring Road, City of Belmopan, Belize (*hereinafter referred to as “the Centre”*) and _____, having its principal place of business at _____ (*hereinafter referred to as “the Technical Officer”*);

AND WHEREAS the Centre, has received financing from the Green Climate Fund (GCF), toward the cost of the project titled **“Belize GCF Readiness 2 (Building Capacity for Direct Access to Climate Finance)”**;

AND WHEREAS in pursuance of the objectives of the project the Centre intends to apply part of the proceeds towards the contract **“Technical Officer”**;

AND WHEREAS, the Technical Officer has represented that he/she is qualified to render effectively and efficiently the required services, set out as Annex I under this Agreement.

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Nature of Services	Under the direction of Project Development and Management Unit (PDMU) , Caribbean Community Climate Change Centre the Technical Officer shall perform the services as outlined in Annex I “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).
2. Term	The Technical Officer shall perform the Services during the period of twelve (12) months, commencing _____, March 2019 and continuing through _____, February 2020 or any other period as may be subsequently agreed by the parties in writing.
3. Emoluments	<p>A. <u>Ceiling</u></p> <p>The Technical Officer will receive a total of _____</p> <p>B. <u>Schedule of Payments</u></p> <p>In consideration of the services performed under this Agreement, the Centre agrees to pay the Technical Officer a professional fee of gross _____ per month upon the Centre’s acceptance of a monthly work plan and project highlight report.</p>

	<p>C. <u>Payment Conditions</u></p> <p>Payment shall be made in United States Dollars, no later than 30 days following submission by the Technical Officer of invoices in duplicate to the Centre. All invoices must be recommended for payment by Protect Areas Conservation Trust (PACT).</p>
4. Performance Standards	The Technical Officer undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.
5. Confidentiality	The Technical Officer 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, Protect Areas Conservation Trust (PACT) or the Centre business or operations without the prior written consent of these agencies.
6. Contract Coordination	The Centre designates Protect Areas Conservation Trust (PACT) , as the Coordinator for the contract. The Coordinator will be responsible for the coordination of activities under this contract and for the receipt and acceptance of all reports as set out in Annex II of this Contract.
7. Liquidated Damages	If the Technical Officer 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 Center 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 Center may terminate the Contract pursuant to Clause 12 of this contract.
8. Leave Entitlement	All leave shall be in accordance with the Labour Laws of Belize and shall be approved by PACT.
9. Conflict of Interest	<p>The Technical Officer:</p> <p>(a) Represents and warrants that he/she individually, or as a member of a firm, has not been previously contracted by the Centre 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.</p> <p>(b) Agrees that, during the term of this Contract and after its termination, the Technical Officer and any entity affiliated with the Technical Officer, 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.</p>

	<p>(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 Technical Officer.</p> <p>(d) Represents and warrants that he/she does not have a business or Family relationship with a member of the Centre’s staff or with staff of the PACT who are directly or Indirectly involved in any part of:</p> <ul style="list-style-type: none"> (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.
10. Unpublished Information	The Technical Officer shall not communicate to any person or other Entity any unpublished information made known to him by PACT in the course of the Performance of his obligations under the terms of this agreement, except for prior written consent by the Centre and PACT.
11. Liability	No liability shall be attached to the Centre for any negligence, omission or default on the part of the Technical Officer or for any act or omission by the Technical Officer in the performance of the Agreement.
12. Rights and Obligations	The rights and obligations of the Technical Officer are strictly limited to the terms and conditions of this Agreement. Accordingly, he/she shall not be entitled to any benefit, payments, subsidy, compensation, entitlement or other expenses except as expressly provided in this Agreement.
13. Indemnity	The Technical Officer agrees to indemnify the Centre against any loss, damage or claims arising against the Centre as a result of the actions of the Technical Officer under the Contract.
14. Assignment	The Technical Officer shall not assign this Contract or sub-contract any portion of it without the Centre prior written consent.
15. Tile Rights	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 Technical Officer paid for services rendered up to the date of submission of the written justification.

16. Taxes (Local Consultants Only)	The Centre shall, from each payment due to the Technical Officer, deduct and pay to the Belize Income Tax Department a contract tax of 3%.
17. 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.
18. Notice of Termination	Termination of this Agreement shall be effected by (a) thirty (30) days' notice in writing by either party or (b) force majeure that may disable the fulfilment of the obligations by either of the parties. In the event that this Agreement is terminated prior to its due date of expiration, the Technical Officer shall be compensated on a pro-rata basis based on the actual amount of work performed to the satisfaction of PACT.
19. 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.

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The parties hereto have caused this Agreement to be executed in accordance with the laws of BELIZE on the day, month and year indicated above.

For: the Centre

For: Technical Officer

DR. KENRICK LESLIE
EXCEUTIVE DIRECTOR
CARIBBEAN COMMUNITY
CLIMATE CHANGE CENTRE

Date: _____

Date: _____

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ANNEX A
Terms of Reference

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