

# CONTRACT

This contract is made this \_\_\_\_\_, April 2019 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 referred to as “the Centre”*) and \_\_\_\_\_, having its principal place of business at \_\_\_\_\_ (*hereinafter referred to as “the Environmental and Social Specialist (ESS)”*);

AND WHEREAS the Centre, has received financing from the Green Climate Fund (GCF), toward the cost of the project titled **“Building Capacity for the Regional Approach to Climate Action in the Caribbean: Caribbean Community Climate Change Centre”**;

AND WHEREAS in pursuance of the objectives of the project the Centre intends to apply part of the proceeds towards the contract **“Environmental and Social Specialist (ESS)”**;

AND WHEREAS, the **Environmental and Social Specialist (ESS)** 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:

<b>1. Nature of Services</b>	Under the direction of <b>Project Development and Management Unit (PDMU)</b> , <b>Caribbean Community Climate Change Centre</b> the ESS 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”).
<b>2. Term</b>	The ESS shall perform the Services during the period of twelve (12) months in the first instance, commencing _____, <b>April 2019</b> and continuing through _____, <b>March 2020</b> or any other period as may be subsequently agreed by the parties in writing.
<b>3. Emoluments</b>	<p>A. <u>Ceiling</u></p> <p>The ESS 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 ESS 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 <b>United States Dollars</b>, no later than 30 days following submission by the ESS of invoices in duplicate to the Centre.</p>
<b>4. Performance Standards</b>	The ESS undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.
<b>5. Confidentiality</b>	The ESS 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 or the Centre business or operations without the prior written consent of these agencies.
<b>6. Contract Coordination</b>	The Centre designates _____ of the <b>PDMU</b> , 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.
<b>7. Liquidated Damages</b>	If the consultant fails to complete any or all of the Services by the date(s) 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 18 of this contract.
<b>8. Leave Entitlement</b>	All leave shall be in accordance with the Labour Laws of Belize and shall be approved by the Centre
<b>9. Conflict of Interest</b>	<p>The Environmental and Social Specialist (ESS):</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 ESS and any entity affiliated with the ESS, 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 ESS.</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 who are directly or Indirectly involved in any part of:</p> <ul style="list-style-type: none"> <li>(i) the preparation of the TOR of the Contract,</li> <li>(ii) the selection process for such Contract, or</li> <li>(iii) supervision of such Contract, unless the conflict stemming from this relationship has been resolved in an acceptable manner.</li> </ul>
<b>10. Unpublished Information</b>	The ESS shall not communicate to any person or other Entity any unpublished information made known to him by The Centre in the course of the performance of his obligations under the terms of this agreement, except for prior written consent by the Centre.
<b>11. Liability</b>	No liability shall be attached to the Centre for any negligence, omission or default on the part of the ESS or for any act or omission by the ESS in the performance of the Agreement.
<b>12. Rights and Obligations</b>	The rights and obligations of the ESS 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.
<b>13. Indemnity</b>	The ESS agrees to indemnify the Centre against any loss, damage or claims arising against the Centre as a result of the actions of the ESS under the Contract.
<b>14. Assignment</b>	The ESS shall not assign this Contract or sub-contract any portion of it without the Centre prior written consent.
<b>15. Taxes (Local Consultants Only)</b>	The Centre shall, from each payment due to the ESS, deduct and pay to the Belize Income Tax Department a contract tax of 3%.
<b>16. Annual Review</b>	The Parties will meet at the end of each 12-month cycle to review the progress of the services against the TOR's objectives, service standards, performance measures and activity levels. The Parties will use their good faith efforts to resolve any issues concerning service standards or performance measures.
<b>17. Dispute Resolution</b>	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.

<b>18. Notice of Termination</b>	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 ESS shall be compensated on a pro-rata basis based on the actual amount of work performed to the satisfaction of the Centre.
<b>19. Law Governing Contract and Language</b>	The Contract shall be governed by the laws of Belize and the language of the Contract shall be in English.

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: Environmental and Social Specialist

\_\_\_\_\_  
**DR. KENRICK LESLIE**  
**EXECUTIVE DIRECTOR**  
**CARIBBEAN COMMUNITY**  
**CLIMATE CHANGE CENTRE**

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

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

**ANNEX A**  
Terms of Reference

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