

# CONTRACT

This contract is made this \_\_\_\_\_, March 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 Project Officer”*);

AND WHEREAS the Centre, has received financing from the Green Climate Fund (GCF), toward the cost of the project titled **“Belize GCF Readiness 1(Capacity Building of National Designated Authority (NDA) and Preparation of Country Strategic Framework of Belize)”**;

AND WHEREAS the Centre intends to apply part of the proceeds towards the contract **“Project Officer, Belize GCF Readiness 1;**

AND WHEREAS, the Project Officer has represented that he 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> , Caribbean Community Climate Change Centre the Project 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”).
<b>2. Term</b>	The Project Officer shall perform the Services during the period of six (6) months commencing _____, <b>March 2019</b> and continuing through _____, <b>September 2019</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 Project 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 Project Officer a professional fee of gross _____ per month upon the Centre’s acceptance of a monthly work plans and project highlight reports.</p>

	<p>C. <u>Payment Conditions</u></p> <p>Payment shall be made in <b>Belize Dollars</b>, no later than 30 days following submission by the Project Officer of invoices in duplicate to the Centre. All invoices must be approved by <b>Ministry of Economic Development and Petroleum, Investment, Trade and Commerce, Government of Belize.</b></p>
<b>4. Performance Standards</b>	The Project Officer undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.
<b>5. Confidentiality</b>	The Project 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, Ministry of Economic Development and Petroleum, Investment, Trade and Commerce, Government of Belize or the Centre business or operations without the prior written consent of these agencies.
<b>6. Contract Coordination</b>	The Centre designates <b>Ministry of Economic Development and Petroleum, Investment, Trade and Commerce, Government of Belize</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 12 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 Ministry of Economic Development and Petroleum, Investment, Trade and Commerce, Government of Belize.
<b>9. Notice of Termination</b>	Termination of this Agreement shall be effected by thirty (30) days' notice in writing by either party. In the event that this Agreement is terminated prior to its due date of expiration, the Project Officer shall be compensated on a pro-rata basis based on the actual amount of work performed to the satisfaction of the Ministry of Economic Development and Petroleum, Investment, Trade and Commerce, Government of Belize.

<p><b>10. Conflict of Interest</b></p>	<p>The Project 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 Project Officer and any entity affiliated with the Project 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 Project 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 Ministry of Economic Development and Petroleum, Investment, Trade and Commerce, Government of Belize 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>
<p><b>11. Unpublished Information</b></p>	<p>The Project Officer shall not communicate to any person or other entity any unpublished information made known to him by Ministry of Economic Development and Petroleum, Investment, Trade and Commerce, Government of Belize in the course of the performance of his obligations under the terms of this agreement, except for prior written consent by the Centre and the Ministry.</p>
<p><b>12. Liability</b></p>	<p>No liability shall be attached to the Centre for any negligence, omission or default on the part of the Project Officer or for any act or omission by the Project Officer in the performance of the Agreement.</p>
<p><b>13. Rights and Obligations</b></p>	<p>The rights and obligations of the Project 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.</p>
<p><b>13. Indemnity</b></p>	<p>The Project Officer agrees to indemnify the Centre against any loss, damage or claims arising against the Centre as a result of the actions of the Project Officer under the Contract.</p>

<b>14. Assignment</b>	The Project Officer shall not assign this Contract or sub-contract any portion of it without the Centre prior written consent.
<b>15. Title Rights</b>	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 Project Officer paid for services rendered up to the date of submission of the written justification.
<b>16. Taxes (Local Consultants Only)</b>	The Centre shall, from each payment due to the Project Managers, deduct and pay to the Belize Income Tax Department a contract tax of 3%.
<b>17. 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.
<b>18. 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.

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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: Project 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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