



**Caribbean Community
Climate Change Centre**

**DONOR:
GREEN CLIMATE FUND (GCF)**

**PROJECT:
GCF PREPARATORY AND READINESS PROJECTS HAITI**

**CONTRACT NAME
TRANSLATION SERVICES
Contract#13/2021/GCF/Haiti/CCCCC**

FEBRUARY 2021

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This contract is made 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”*) acting hereinafter and represented by **Colin Young, PhD, Executive Director** on the one Part and _____, having their principal place of business at _____ (*hereinafter referred to as “the Consultant”*) acting hereinafter and represented by _____ on the other Party Part;

Individually referred to as “the” and collectively as “the Parties”.

WHEREAS the Centre, has received financing from the Green Climate Fund (GCF), toward the cost of the **“GCF Preparatory and Readiness Projects for Haiti**, (hereinafter referred to as the Projects);

AND WHEREAS the **Climate Change Directorate, Ministry of Environment of Haiti** is the direct beneficiary under this Contract (*hereinafter referred to as “the Beneficiary”*);

AND WHEREAS in pursuance of the objectives of the project the Centre intends to apply part of the proceeds towards this contract titled: **“English/French Interpreter and Translator”** (*hereinafter referred to as the services*)

NOW THEREFORE in consideration of the respective covenants contained in this Agreement, and for other good and valuable consideration (the receipt and sufficiency of which is acknowledged by each of the parties) the Parties agree as follows:

1. Nature of Services	a) The Consultant shall perform the services as outlined in Annex I “Terms of Reference and Scope of Services,” (<i>hereinafter referred to as “the Services”</i>). b) The Consultant shall be bound by the Confidentiality Agreement, Annex II (<i>hereinafter referred to as “Confidentiality Agreement”</i>) Annexes I – II form an integral part of this Contract.
2. Representations and Warranties	(a) The Consultant warrants to the Centre that: i. the service will be provided in a timely, professional and competent manner, with all due skill and care, and in accordance with applicable professional standards;

	<p>ii. It has the authority and capacity to enter into this Contract.</p> <p>(b) The Consultant shall, if requested by the Centre, provide the Centre and/or its authorized Representative(s) with all such information in connection with the service to be provided hereunder as the Centre may from time to time reasonably require it to do.</p> <p>(c) The Consultant acknowledges that nothing contained in this Contract shall prejudice or affect its liability in tort to any person.</p> <p>(d) The Consultant acknowledges that the Centre's appointment of the Consultant relies on the Consultant's representations to the Centre in relation to the Consultant's competence to perform the service contracted herein. The Consultant confirms that such representations are true and accurate. The Consultant shall notify the Centre immediately of any difference between such representations and the true and accurate position.</p> <p>The Consultant undertakes to the Centre that it has performed and that it will continue to perform the Service with the intent that no act, omission or default of the Consultant in relation thereto shall constitute, cause or contribute to any breach by the Centre of any such obligations as aforesaid.</p>
<p>3. Obligations of the Centre and the Beneficiary</p>	<p>The Centre and the Beneficiary shall fulfill the following obligations:</p> <p>i. Provide the Consultant with any relevant documents requested that are readily available and accessible in such time as may be reasonable having regard to the time and nature of any such request.</p> <p>ii. Organize meetings between the Consultant and the project core team to address any questions or concerns and to receive updates about the progress made pursuant to the Consultant's obligations under this Contract.</p> <p>iii. Provide consolidated feedback on Consultant's deliverables within two (2) working days of submission.</p>
<p>4. Term</p>	<p>This Contract shall take effect from the date of its execution ("the Effective Date"). The contract shall automatically terminate on 31 August 2022 ("the Expiration Date") or any other period as may be</p>

	subsequently agreed by the Parties in writing. The Consultant shall perform the Services during the Effective and Expiration Dates.
5. Remuneration	<p>A. <u>Ceiling</u></p> <p>For Services rendered pursuant to Annex I the Centre shall pay the Consultant for serviced invoiced up to the amount not to exceed _____ USD This amount includes Professional fees, tax obligation and profits.</p> <p>B <u>Payment Conditions</u></p> <p>Payment shall be made in United States Dollars, no later than 30 days following submission by the Consultant of invoices approved by the Centre.</p>
6. Performance Standards	The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.
7. Confidentiality	The Consultant acknowledges and agrees that the Centre is the custodian and owner of confidential, customer and proprietary information as well as personal information, all of which the Centre is required to protect. The parties agree to execute and abide by the terms of the Confidentiality Agreement attached hereto as Annex “II”. The Consultant agrees that any breach of the terms of the Confidentiality Agreement by either the Consultant or its representatives would cause irreparable harm, and the Centre shall be entitled to seek specific performance or injunctive relief to enforce the terms of Annex “II” in addition to any remedies it may otherwise be entitled to at law or in equity.
8. Contract Coordination	The Consultant shall report to Centre’s designee for contractual and administrative purposes. The Centre’s designee shall be responsible for the coordination of activities under this Contract and for the receipt and acceptance of all deliverables. The project core team of the Centre shall provide additional technical advice and inputs, day-to-day coordination and oversight for the performance of the Services under this Contract.
9. Conflict of Interest	<p>The Consultant:</p> <p>(a) Represents and warrants that neither it nor it’s duly authorised representative has 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 from the Services or is closely related to them.</p>

	<p>(b) Agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, may 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 Consultant.</p> <p>(d) Represents and warrants that none of its Representatives has 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"> (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. Liability	No liability shall be attached to the Centre for any negligence, omission or default on the part of the Consultant or for any act or omission by the Consultant in the performance of the Contract.
11 Rights and Obligations	The rights and obligations of the Consultant are strictly limited to the terms and conditions of this Contract. Accordingly, it shall not be entitled to any benefit, payments, subsidy, compensation, entitlement or other expenses except as expressly provided in this Contract.
12. Ownership of Material	All studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Centre under the Contract shall belong to and remain the property of the Centre. The Consultant may retain a copy of such documents and software but shall not be allowed to disclose such information without the express written approval of the Centre
13. Indemnity	The Consultant hereby undertakes to indemnify, defend and save harmless the Centre and its directors, officers, employees, agents and other representatives from and against any and all losses, claims, demands, debts, actions, causes of actions, damages, penalties, interest,

	<p>costs or expenses (including legal fees and disbursements) or liability of any kind whatsoever resulting from:</p> <ul style="list-style-type: none"> (a) the negligent or willful acts or omissions of the Consultant, arising in connection with this Contract; (b) any and all breaches by the Consultant, of any representations, warranties, covenants, terms or conditions of this Contract; (c) any employee source deduction, employer contribution or other employer/employee obligation, including interest and penalties thereon, which the Centre may be assessed or otherwise may incur under any law as a result of any, authority or competent tribunal determining that the Representative is considered an employee of the Centre; and (d) any claim that the Services infringe the intellectual property rights of any Copyright and confidentiality. (e) any action of the Consultant under this Contract.
<p>14. Assignment</p>	<p>The Consultant shall not assign or transfer the benefit of this Contract or any right or obligation under this Contract to any person without the prior written consent of the Centre and, in particular, but without limitation, the Consultant shall not, without the prior written consent of the Centre sub-contract to any person the performance of any of the Services. The Centre shall be entitled to assign charge or transfer the benefit of this, all or any of its rights and obligations under this Contract</p>
<p>15. Dispute Resolution</p>	<ul style="list-style-type: none"> (a) If any dispute or difference arises in respect of this Contract, the Consultant and the Centre shall attempt in good faith to resolve such dispute or difference promptly through negotiations between their respective representatives having authority to settle the same. (b) Subject to the above the Parties agree that all differences or disputes of whatever nature arising under this Contract shall be referred to arbitration in accordance with the Laws of Belize. <p>Unless the Centre determines or suspends the operation of this Appointment the Consultant shall be obliged to continue to perform and complete the Services during the course of any proceedings.</p>
<p>16. Notice of Termination</p>	<p>This Contract may be terminated:</p> <ul style="list-style-type: none"> i. By the Centre without cause and without liability, by giving two weeks' written notice of such termination to the Consultant.

	<p>ii. By either Party by giving two weeks’ written notice of such termination to the other Party in the event of a material breach by the other Party. “Material breach” shall include any breach that a Party has failed to cure within five business days after receipt of written notice by the other Party and an act of gross negligence or wilful misconduct of a Party.</p> <p>i. As a result of agreement of the Parties to terminate and force majeure. If the Contract is terminated upon these grounds, the Centre shall pay the Consultant for any deliverables submitted for Services satisfactorily performed</p> <p>Upon the effective date of termination of this Contract, all legal obligations, rights and duties arising out of this Contract shall terminate except for such legal obligations, rights and duties as shall have accrued prior to the effective date of termination and except as otherwise expressly provided in this Contract.</p>
<p>17. Relationship</p>	<p>(a) The Parties hereto expressly acknowledge and agree that the Consultant shall render the Services hereunder as an independent Contractor agency and that the employees and/or agents, including the Representative, are not employees of the Centre. As such, neither the Consultant nor any of its employees and/or agents, including the Representative, shall have any right to any Centre employee benefit, entitlement or advantage.</p> <p>Nothing in this Contract shall be construed as creating a partnership, joint venture or agency relationship between the Parties, or as authorizing either Party to act as agent for the other or to enter into any contracts on behalf of the other Party. As such, neither the Consultant nor the Representative is authorized to bind or commit the Centre, either actually or apparently, in any manner whatsoever, without express prior written authority from the Centre to do so.</p>
<p>18. Applicable Law</p>	<p>(a) The Contract shall be governed and construed in accordance with the Laws of Belize.</p> <p>(b) All disputes between the parties as to the validity, execution, performance, interpretation or termination of this Contract shall be submitted to Arbitration in accordance with the Laws of Belize.</p>

	<p>(c) All Schedules attached to this Contract are incorporated herein and shall be part of this Contract.</p> <p>(d) Except as otherwise provided herein, neither party may assign this Contract or any of its rights, interests or obligations hereunder without the prior written consent of the other party.</p>
19. Alterations	<p>(a) All additions, amendments and variations to this Contract shall be binding only if in writing and signed by the duly authorised representatives both of the Centre and the Consultant.</p> <p>(b) This Contract supersedes any previous Contract or arrangements between the Parties in respect of the Services (whether oral or written) and represents the entire understanding between the Parties in relation thereto.</p> <p>Notwithstanding the date of this Contract, it shall have effect as if it had been executed upon the actual commencement of the services by the Consultant.</p>
20. Entire Agreement	<p>This Contract and the Annexes attached hereto constitute the entire agreement between the Parties and supersede all previous negotiations, understandings and agreements, verbal or written with respect to any matters referred to in this Contract except as specifically set out in this Contract. the Annexes hereto form an integral part of this Contract and are incorporated by reference herein.</p>
21. Counterparts	<p>This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement. To evidence the fact that it has executed this Agreement, a party may send a copy of its executed counterpart to the other party by electronic transmission and the signature transmitted by such transmission shall be deemed to be that party's original signature for all purposes.</p>

IN WITNESS WHEREOF, this Contract has been signed on behalf of the **Caribbean Community Climate Change Centre** and _____ by their respective duly authorised representative

For: the Centre

For: the Consultant

COLIN YOUNG (PhD)
EXECUTIVE DIRECTOR
CARIBBEAN COMMUNITY
CLIMATE CHANGE CENTRE

Witness _____

Witness: _____

Date: _____

Date: _____

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ANNEX I
TERMS OF REFERENCE

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ANNEX II Confidentiality Agreement

This CONFIDENTIALITY AGREEMENT forms part of the agreement it is attached to (the “Agreement”) Annex II.

Both the Centre and the Consultant may disclose information to one another which they each desire that the other hold in confidence in accordance with the terms of this CONFIDENTIALITY AGREEMENT and the Agreement. As a result, the parties agree that:

1. Except as otherwise provided in this CONFIDENTIALITY AGREEMENT, the party receiving confidential information (the “Recipient”) will neither:

- (a) release to any person other than its employees, officers and directors, agents, auditors, consultants, advisors and legal counsel who, without compromising the disclosure of information required for employees’ normal use of internal information systems, need to know such information for the purpose of fulfilling the terms and conditions of the Agreement (it being understood that such persons shall be informed of the confidential nature of such information and shall be directed to treat such information in accordance with the terms of this CONFIDENTIALITY AGREEMENT and the Agreement); nor
- (b) use in any manner not connected with the Agreement, any non-public information, received from the party disclosing confidential information (the “Disclosing Party”) pertaining to the Agreement (including any documentation, spreadsheets, correspondence, memoranda, notes, analyses or financial data and including information provided in electronic form or by oral communication) which is legibly marked or otherwise clearly identified by the Disclosing Party, either in writing or verbally (including by electronic means) as confidential at the time of its receipt by the Recipient (“Confidential Information”).

2. The Recipient shall exercise in relation to the Confidential Information no lesser security measures and degree of care than that which a commercial corporation acting reasonably under similar circumstances would exercise in relation to its own confidential information.

3. This CONFIDENTIALITY AGREEMENT shall not apply to any Confidential Information which is:

- (a) disclosed by a Party or its Representatives pursuant to the requirements of law, regulation, or instruments thereunder or in connection with any legal proceedings;
- (b) disclosed by a Party or its Representatives pursuant to the requirements of the Centre's international commitments;
- (c) requested by any governmental agency or other regulatory authority (including any self-regulatory organization having or claiming to have jurisdiction);
- (d) in the public domain at the time of its disclosure, or subsequently made available to the general public by a person other than the Recipient, or by the Recipient, but only to the extent that in making such information public, the Recipient was not in breach of this Agreement;
- (e) independently developed by the Recipient;
- (f) already in the possession of the Recipient at the time of its disclosure by the Disclosing Party to the Recipient under this Agreement;
- (g) disclosed to the Recipient (or substantially identical to information disclosed to the Recipient) by a source other than the Disclosing Party, provided that the source of information is not known to the Recipient to be bound by any obligations of confidentiality which prohibit disclosure of such information;
- (h) used or disclosed by the Recipient with the prior written approval of the Disclosing Party; or
- (i) required to be disclosed pursuant to the Centre's Disclosure Policy. Nothing in this CONFIDENTIALITY AGREEMENT shall prohibit the Centre's disclosure, following the signing of the Agreement, of the following information: the name of the Consultant Firm, the amount of the total fees paid by the Centre's to the Consultant under the Agreement; and a general description of the Services and Deliverables;

and any such information shall be deemed not to be Confidential Information for the purpose this CONFIDENTIALITY AGREEMENT; provided that if any portion of the Confidential Information falls within any one of the above exceptions, the remainder of such Confidential Information will continue to be subject to the prohibitions and restrictions set forth in Section 1.

- 4. Specific items and details of Confidential Information shall not be deemed to be within any of the exceptions in Section 3 only because such item or detail is generally referred to in more general information that falls within such exception.
- 5. The parties consent to the Recipient's non-exclusive use of e-mail and any other electronic means of transmission for any disclosure of Confidential Information that is allowed by the terms of this CONFIDENTIALITY AGREEMENT and agree that unauthorized third party interception of Confidential Information so transmitted will not constitute a breach

of the Recipient's obligations under this CONFIDENTIALITY AGREEMENT. For greater certainty, this Section is not intended to limit disclosure by any other means.

6. The Recipient shall be responsible only for direct damages caused to the Disclosing Party by any disclosure of Confidential Information in breach of this CONFIDENTIALITY AGREEMENT. The Disclosing Party shall not be entitled to recover from the Recipient any amount on account of any indirect, special or consequential damages as a result of any action or failure to act under or in respect of this CONFIDENTIALITY AGREEMENT.
7. The parties agree that the party which has suffered or would suffer by the breach of this CONFIDENTIALITY AGREEMENT by the other, may, subject to applicable law, be entitled to immediate equitable relief, including injunction and specific performance, as remedies for any such breach. Such remedies shall, subject to applicable law, not be deemed to be the exclusive remedies available for any such breach but shall be in addition to all other remedies available at law or in equity. By entering into this Agreement, the Centre is not waiving any rights which it may have pursuant to applicable law.
8. All documents, drawing, spreadsheets, data and writings (including electronic materials) disclosing Confidential Information and all copies thereof shall be returned promptly by the Recipient upon receipt of a written request from the Disclosing Party or at any time by the Recipient in its discretion and any copies that have been made will (subject to the requirements of applicable law and internal audit purposes in the case of which the terms of this CONFIDENTIALITY AGREEMENT shall continue to apply to the Confidential Information not so dealt with) be destroyed in accordance with the Recipient's procedure for destruction of similar confidential material; however, the undertakings set forth in this section shall not apply to Confidential Information furnished to the Centre in connection with transactions entered into by the Centre including any financing, insurance or other arrangements whatsoever. The Parties' obligation to protect Confidential Information in accordance with this CONFIDENTIALITY AGREEMENT shall survive such return or destruction of the Confidential Information.
9. This CONFIDENTIALITY AGREEMENT constitutes the entire understanding and agreement of the Parties relating to the protection of Confidential Information. No rights or obligations other than those expressly recited herein are to be implied from this Agreement, or otherwise, and the Parties, to the extent permitted by the governing law of this CONFIDENTIALITY AGREEMENT, agree that this CONFIDENTIALITY AGREEMENT shall be the sole and exclusive source of their rights against each other in relation to Confidential Information.
10. This CONFIDENTIALITY AGREEMENT may be terminated at any time by mutual agreement of the parties and unless earlier terminated, this CONFIDENTIALITY AGREEMENT shall expire three (3) years from the Effective Date. On a single occasion, at any time before its expiration or termination, either party may extend this CONFIDENTIALITY AGREEMENT for one year by written notice (by electronic means or otherwise) to the other party, which notice shall be effective upon receipt.

The parties hereto have each executed this CONFIDENTIALITY AGREEMENT by their respective duly authorized officers.

Agreed to:
Caribbean Community Climate Change Centre
By _____
Authorized Signature
Date
Name: Colin Young (PhD)

Agreed to:
By _____
Authorized Signature
Date
Name:

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