



**Caribbean Community
Climate Change Centre**

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

PROJECT:

Enhancing Saint Lucia's understanding, capacity, institutional and strategic frameworks to access climate finance for low-emission climate resilient pathways

CONTRACT NAME

Firm to address development of comprehensive MRV climate finance tracking system and online platform

Contract #86/2021/GCF/Saint Lucia/CCCCC

JANUARY 2021

DRAFT CONTRACT#86/2021/GCF/ SAINT LUCIA/CCCCC

This contract is made between the **Caribbean Community Climate Change Centre**, having its principal place of business at **3rd Floor, David McKoy Business Center, Bliss Parade, PO Box 563, 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

_____ (*name of consultant or firm*), having its principal office located at (*consultant address*) (*hereinafter referred to as “the Consultant”*) acting hereinafter and represented by _____ (*name of representative*), _____ (*designation/title of representative*) on the other Part;

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

WHEREAS the Centre, has received financing from the **Green Climate Fund** toward the cost of the project titled **“Enhancing Saint Lucia’s understanding, capacity, institutional and strategic frameworks to access climate finance for low-emission climate resilient pathways”** ;

AND WHEREAS the **National Designated Authority (NDA) of Saint Lucia** 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 a part of the proceeds towards the contract **“Firm to address development of comprehensive MRV climate finance tracking system and online platform”**.

AND WHEREAS, the Consultant has represented that they are qualified to render effectively and efficiently the required services, set out as Annex I under this Agreement.

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 and obligation of Consultant	<ul style="list-style-type: none">(i) The Consultant shall perform the services specified in Annex I “Terms of Reference”, which is made an integral part of this Contract (<i>hereinafter referred to as “the Services”</i>);(ii) The Consultant shall provide the personnel listed in Annex II, (hereinafter referred to as “Key Personnel”);(iii) The Consultant shall provide services in accordance with the methodology specified in Annex III, (hereinafter referred to as the Methodology”);
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	<ul style="list-style-type: none">(iv) The Consultant shall submit to the Centre the reports in the form and within the time periods specified in Annex IV, (hereinafter referred to as “Consultant’s Reporting Obligations”);(v) The Consultant shall be bound by the Confidentiality Agreement, Annex V (hereinafter referred to as “the Confidentiality Agreement”);(vi) The Centre requires compliance with the provisions related to prohibited practices as set forth in Annex VI (hereinafter referred to “Prohibited Practices”) <p>Annexes I to VI constitutes an integral part of this Contract</p>
<p>2. Representations and Warranties</p>	<ul style="list-style-type: none">(a) The Consultant warrants to the Centre that:<ul style="list-style-type: none">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;ii. It has the authority and capacity to enter into this Contract.(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.(c) The Consultant acknowledges that nothing contained in this Contract shall prejudice or affect its liability in tort to any person.(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>(e) 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> <ul style="list-style-type: none"> • Provide the Consultant with background documents and information relevant to the assignment that are readily available and readily accessible. • Issue the relevant Introductory Letters and facilitate contact with the relevant stakeholders, as necessary. • Organize conference call meetings with the consultant to address any questions or concerns and to receive updates about progress made on the data management system. • Provide necessary timely logistical support for the successful completion of the activities detailed in these Terms of Reference
<p>4. Term</p>	<p>This Contract shall take effect from the date of its execution (“the Effective Date”).</p> <p>The services shall be completed by the _____ (date, month, year) and the contract shall automatically terminate on May 31, 2022 (“the Expiration Date”) or any other period as may be subsequently agreed by the Parties in writing.</p>
<p>5. Remuneration</p>	<p>A. <u>Ceiling</u></p> <p>For Services rendered pursuant to Annex I, the Centre shall pay the Consultant an amount not to exceed _____ USD. This amount includes _____ as Professional fees and has been established based on the understanding that it includes all of the consultant fees, non-travel related costs, and profits as well as any tax obligation that may be imposed on the consultant. In addition, travel related reimbursable expenses estimated at _____ USD.</p> <p>B <u>Schedule of Payments – Professional Fees</u></p> <p>Deliverable 1, (Inception report outlining the finalized methodology and project timeline) - 10% valued at USD _____ upon the Centre's acceptance of Deliverable 1 and submission of an invoice in the same amount;</p>

	<p>Deliverable 2, (Approved consultation and scoping report of status of MRV of climate finance in Saint Lucia) - <u>20%</u> valued at USD _____ upon the Centre’s acceptance of Deliverable 2 and submission of an invoice in the same amount;</p> <p>Deliverable 3, (Finalized detailed technical design options for comprehensive MRV system and online platform) <u>15%</u> valued at USD _____ upon the Centre’s acceptance of Deliverable 3 and submission of an invoice in the same amount;</p> <p>Deliverable 4, (A validated working product of MRV system and online platform; operational manuals, online self-paced training modules and video tutorials for the system to be used on the MRV platform) - <u>30 %</u> valued at USD _____ upon the Centre's acceptance of Deliverable 4 and submission of an invoice in the same amount;</p> <p>Deliverable 5, (Approved training report including pre and post evaluation forms and a post evaluation assessment report)- <u>25%</u> valued at USD _____ upon the Centre's acceptance of Deliverable 5 and submission of an invoice in the same amount;</p> <p>100% Total</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 Consultant’s invoices to the Centre.</p>
<p>6. Performance Standards</p>	<p>The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.</p>
<p>7. Confidentiality</p>	<p>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 “V”. 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</p>

	<p>the terms of Annex “V” in addition to any remedies it may otherwise be entitled to at law or in equity.</p>
<p>8. Contract Coordination</p>	<p><u>For the Centre</u> 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 reports as set out in Annex IV of this Contract. 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.</p>
<p>9. Liquidated Damages</p>	<p>In the event the Consultant is unable to submit deliverables by the agreed date(s) outlined in Annex IV, the Consultant must notify the Centre in writing of any expected delays. Should the Consultant fail to complete any Tasks of the Services by the date(s) outlined in Annex IV, and provided such delays are not occasioned by delays on the part of the Centre in fulfilling contingent obligations as outlined in Clause 3 of this Contract or by delays caused by designated collaborating parties such as the Beneficiary under this Agreement, 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 delay 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 18 of this Contract.</p>
<p>10. Conflict of Interest</p>	<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 it 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"> (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.
11. Liability	<p>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.</p>
12. Rights	<p>The rights 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.</p>
13. Ownership of Material	<p>(a) “Intellectual Property Rights” means all intellectual and industrial property rights of Centre which include rights to inventions and patents for inventions, including reissues thereof and continuations in part, copyright, designs, trademarks, know-how, trade secrets and confidential information, and other proprietary rights.</p> <p>(b) 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.</p> <p>(c) The Consultant agrees that the Centre shall be the exclusive owner of all Intellectual Property Rights howsoever created or developed by the Consultant, whether by it alone or jointly or with the contribution or assistance of others arising out of its engagement with the Centre, including without limitation all Intellectual Property Rights in the Deliverables. The Consultant further agrees that it has no rights in any such Intellectual Property Rights and hereby assigns to the Centre all rights all rights, title and interest that may accrue to the Consultant as a result of its engagement with Centre. The Consultant hereby undertakes and agrees to cause its Representatives to waive all moral rights and <i>droits de suite</i> that either the Consultant or its representatives now or in the future may have to the Intellectual Property Rights.</p>

	<p>(d) The Consultant agrees that all Deliverables and other works created in full or in part by the Consultant may be maintained, changed, modified and/or adapted by the Centre without the consent of the Consultant. Notwithstanding the foregoing, the Consultant and the Centre may agree in writing that certain identified and designated Intellectual Property Rights will remain with the Consultant.</p> <p>(e) The Centre acknowledges that the Consultant possess knowledge and expertise relating to the subject matter of the Services and Deliverables (Know-How), which may include intellectual property rights in certain pre-existing tools and materials used by the Consultant in performing the Services. Nothing in this Agreement is intended to transfer to the Centre any rights in the Consultant 'Know-How', which shall remain the property of the Consultant. To the extent that any of the Consultant 'Know-How' is included in any Deliverables, the Consultant hereby grants to the Centre a perpetual non-exclusive right and license to use and reproduce the Consultant Know-How to the extent reasonably necessary to exercise the Centre's rights in the Deliverables.</p>
14. Indemnity	<p>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, 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 wilful 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>15. 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>16.Replacement of Key Experts</p>	<p>(a) Except as the Centre may otherwise agree in writing, no changes shall be made in the Key Experts.</p> <p>(b) Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant’s written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.</p>
<p>17. Removal of Experts or Sub-consultants</p>	<p>(a) If the Centre finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal act, or if the Centre determines that a Consultant’s Expert or Sub-consultant has engaged in corrupt, fraudulent, collusive, coercive practice while performing the Services, the Consultant shall, at the Centre’s written request, provide a replacement.</p> <p>(b) In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Centre to be incompetent or incapable in discharging assigned duties, the Centre, specifying the grounds therefor, may request the Consultant to provide a replacement.</p> <p>(c) Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Centre.</p> <p>(d) The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.</p>
<p>16. Dispute Resolution</p>	<p>(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.</p> <p>(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>

	<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>17. Suspension</p>	<p>The Centre may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding seven (7) calendar days after receipt by the Consultant of such notice of suspension</p>
<p>18. Notice of Termination</p>	<p>(a) 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. 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. iii. 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 in accordance with Clause 5 and Annexes I , III and IV. <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>19. 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>(b) 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>(b) 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, the Consultant is not 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>20. Applicable Law</p>	<p>20.1 The Contract shall be governed and construed in accordance with the Laws of Belize.</p> <p>20.2 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>20.3 All Schedules attached to this Contract are incorporated herein and shall be part of this Contract.</p> <p>20.4 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>
<p>21. Alterations</p>	<p>(a) All additions, amendments and variations to this Contract shall be binding only if in writing by way of addendum signed by the duly authorised representatives both of the Centre and the Consultant.</p> <p>(b) Notwithstanding paragraph 21(a) above any alterations to the annexes/attachments under this Contract which do not impact scope, budget or term, or do not result in any increased risk to the project shall not require an addendum but may be completed in any written form agreed by the Parties and shall be signed by the duly authorised representative of both parties. Upon execution, such alteration shall be deemed an amendment to the Contract.</p>

	<p>(c) 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>
22. Insurance	<p>(a) The Consultant shall take out and maintain at its own cost adequate professional liability insurance as well as adequate insurance against third party liability and where applicable loss of or damage to equipment purchased in whole or in part with funds provided by the Centre. The Consultant shall ensure that such insurance is in place prior to commencing the Services.</p> <p>(b) The Centre undertakes no responsibility in respect of any life, health, accident, travel or other insurance which may be necessary or desirable for the Consultant, Expert(s), Sub-consultants, or specialists associated with the Consultant for purpose of the Services, nor for any dependent of any such person.</p> <p>(c) The Centre reserves the right to require original evidence that the Consultant has taken out the necessary insurance.</p>
23. Force Majeure	<p>a) “Force Majeure” shall mean any event beyond the reasonable control of the Parties, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include but not be limited to war, insurrection, riot, civil unrest, sabotage, boycott, embargo, explosion, fire, earthquake, flood, unavoidable accident, epidemic, act of God, action or inaction of any governmental official or agency (civil or military) and refusal of any licences or permits, if properly applied for.</p> <p>b) If either Party is prevented from or delayed in performing any of its obligations under this Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.</p> <p>c) The Party who has given such notice shall be excused from the performance or punctual performance of its obligations under this Contract for so long as the relevant event of Force Majeure continues and to the extent that such Party’s performance is prevented or delayed. The occurrence of any event of Force Majeure affecting either party shall not give rise to any claim for damages or additional costs and expenses suffered or incurred by reason of Force Majeure.</p>
24. 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</p>

	Contract. the Annexes hereto form an integral part of this Contract and are incorporated by reference herein.
25. Counterparts	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.

FOR FIRM: 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: _____

Annex I
“Terms of Reference,”

Annex II
“Key Personnel”

Annex III
“the Methodology”

Annex IV
“Consultant’s Reporting Obligations”

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Annex V
Confidentiality Agreement

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

Both the CCCCC and the Contractor 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 CCCCC’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 CCCC's Disclosure Policy. Nothing in this CONFIDENTIALITY AGREEMENT shall prohibit CCCC's disclosure, following the signing of the Agreement, of the following information: the name of the Contractor Firm, the amount of the total fees paid by CCCC to the Contractor 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 CCCCC 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 CCCCC in connection with transactions entered into by the CCCCC 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

Agreed to: Consultant

By _____
Authorized Signature
Date
Name: Colin Young (PhD)

By _____
Authorized Signature
Date
Name:

Annex IV Prohibited Practices

The Centre requires that all individuals bidding for or participating in a project executed by the Centre including, *inter alia* bidders, suppliers, contractors, consultants, and concessionaries (including their respective officers, employers and agents), adhere to the highest ethical standards, and report to the Centre all suspected acts of Prohibited Practice of which they have knowledge or become aware both during the bidding process and throughout negotiation or execution of a contract which include acts of:

- i. corrupt practice
- ii. fraudulent practice
- iii. coercive practice
- iv. collusive practice
- v. obstructive practice
- vi. abuse
- vii. financing of terrorism
- viii. retaliation against Whistle-blowers or Witnesses
- ix. money laundering
- x. tax evasion

The definitions set forth below involve the most common types of Prohibited Practice but are not exhaustive. For this reason, the Centre shall also take action in the event of any similar deed or complaint involving alleged acts of Prohibited Practice, even when these are not specified in the following list.

(a) In pursuance of this policy, the following terms are defined

- i. A *corrupt* practice is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of another party.
- ii. A *fraudulent* practice is any act or omission, including a misrepresentation, which misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
- iii. A *coercive* practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or property of the party to influence the actions of a party; and
- iv. A *collusive* practice is an arrangement between two or more parties designed to achieve an improper purpose, including: to influence improperly the actions of another party.
- v. An *obstructive* practice is:
 - destroying, falsifying, altering or concealing of evidence material to a Centre investigation or making false statements to investigators deliberately in order to materially impede investigations into allegations of a corrupt, coercive or collusive practice.

- threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Centre investigation or from pursuing the investigations or
- acts intended to impede the exercise of the Centre's contractual rights of audit or inspection provided or access to information.
- vi. *Abuse* means theft, misappropriation, waste or improper use of property or assets related to the Centre or a Centre-financed project, either committed intentionally or through reckless disregard.
- vii. *Financing of Terrorism* is defined an activity that is associated with the fundraising of funds for terrorist groups which utilize the funds to carryout acts of terror in our society (further defined in the Centre Policy on Money Laundering and Financing of Terrorism Policy)
- viii. *Retaliation against Whistle-blowers and Witnesses* means any detrimental act, direct or indirect, recommended, threatened or taken against a Whistle-blower or Witness, or person associated with a Whistle-blower or Witness, because of his or her report of suspected wrongdoing.
- ix. *Money Laundering* is defined as illicit activities that allow perpetrators to conceal or disguise the identity of funds so that these funds can be introduced into economies as legitimate proceeds. (further defined in the Centre Policy on Money Laundering and Financing of Terrorism Policy)
- x. *Tax evasion* means the illegal non-payment or underpayment of tax.

- (b) If it is demonstrated that any firm, TAC or individual bidding for or participating in a Centre-financed project including, bidders, suppliers, contractors, sub-contractors, consultants and concessionaires, or including respective officers, employees, and agents of the Centre has engaged in an act or acts of Prohibited Practices, the Centre may:
- (i) withdraw offer for award of contract for works, goods, and related services.
 - (ii) suspend disbursement for the operation already in progress.
 - (iii) prohibit an individual, entity or firm, either permanently or for a stated period of time, from being awarded or participating in contracts pertaining to projects executed by the Centre except under such conditions as the Centre deems to be appropriate.