



ASSOCIATED SERVICES CONTRACT
For Consultant
Marine Salvage for the Tyrell Bay Mangroves.

THIS CONTRACT is entered into on **this the XX day of XX 2018** between the Grenada Organic Agriculture Movement (GOAM) having its principal business at Upper Depradine Street, Gouyave, St. John, Grenada (herein called “GOAM”) and **[contractor]having his principal place of business at [Address], herein called the consultant.**

WHEREAS, GOAM has received financing from the Caribbean Community Climate Change Centre (the Centre) with co-financing from the Federal Republic of Germany through the German Development Bank (KfW), toward the cost of the project titled: Community led ecosystem based adaptation to climate change at selected marine and terrestrial areas of Grenada;

AND WHEREAS GOAM is desirous of obtaining the services of a **Marine Salvage** Consultant to remove derelict vessels from the Tyrrel Bay Mangroves as outlined in Annex 1 Terms of Reference of this contract;

WHEREAS, the consultant having represented to GOAM that he has the required professional skills and technical resources and is willing to perform these services, has agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Nature of Services	<ul style="list-style-type: none"> i. The Consultant shall perform the services specified in Annex A, “Terms of Reference,” which is made an integral part of this Contract (“the Services”). ii. The Consultant shall submit to GOAM the reports in the form and within the time periods specified in Annex B, “Consultant’s Reporting Obligations.” iii. The Consultant shall operate within the standards specified in Annex C, “Declaration of Undertaking”
2. Term	The consultant shall perform the Services during the period commencing <u>XXXX, 2018</u> and continuing through, <u>XXXX, 2018</u> or any other period as may be subsequently agreed by the parties in writing.
3. Payment	A. Ceiling: For Services rendered pursuant to Annex A, total compensation to the Consultant shall be an amount not to exceed <u>\$20,000 USD or \$54000.00XCD.</u> This amount includes professional fees and travel expenses necessary to carry out the work. This amount has been established based on the

	<p>understanding that it includes all of the consultants travel related cost and profits as well as any tax obligation that may be imposed on the consultant.</p> <p>B. Schedule of Payments: In consideration of the services performed under this Agreement, GOAM agrees to pay in accordance to the schedule outlined below and upon approval / acceptance of the submissions of the Consultant.</p> <ul style="list-style-type: none"> <i>i. Preparation & approval of Work Plan \$5,400XCD (10%)</i> <i>ii. Locate & Remove all White Goods \$10,800XCD (20%)</i> <i>iii. Assessment of all Derelict Vessels \$5,400 XCD (10%)</i> <i>iv. Preparation of Derelict Vessels \$16,200 XCD (30%)</i> <i>v. Removal & Disposal of Derelict Vessels \$16,200.00 XCD (30%)</i> <p>vi. Payment Conditions: All payments shall be made in Eastern Caribbean Dollars (EC\$) (at an exchange rate of 1US = EC2.7), to the Consultant on completion of the deliverables outlined in the Terms of Reference.</p>
<p>4. Performance Standards</p>	<p>The Consultant undertakes to perform, the Services with the highest standards of professional and ethical competence and integrity.</p>
<p>5. Liquidated Damages</p>	<p>If the consultant 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 GOAM 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 GOAM may terminate the Contract pursuant to Clause 16 of this contract.</p>
<p>6. Confidentiality</p>	<p>The Consultant 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 GOAM's or the CCCCC business or operations without the prior written consent of the agencies</p>
<p>7. Project Administration</p>	<p>A. <u>Coordinator:</u> GOAM designates the Mr. Junior Mc Donald as the Coordinator for the Contract. The Coordinator will be</p>

	<p>responsible for the coordination of the activities under this contract and for the receipt and acceptance of all reports as set out in Annex 1 of the Contract.</p> <p>B. Reports: The reports listed in Annex B, “Consultant's Reporting Obligations,” shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3 – “Payment”.</p>
<p>8. Ownership of Material</p>	<p>Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the GOAM under the Contract shall belong to and remain the property of the GOAM. The Consultant may retain a copy of such documents and software however will not be allowed to disclose such information with express written approval of the GOAM.</p>
<p>9. Insurance</p>	<p>The Consultant will be responsible for taking out any appropriate insurance coverage.</p>
<p>10. Conflict of Interest</p>	<p>The Consultant:</p> <ol style="list-style-type: none"> a. Represents and warrants that he/she individually, or as a member of a firm, has not been previously contracted by GOAM 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 b. Agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, 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. 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 d. Represents and warrants that he/she does not have a business or family relationship with a member of the GOAM staff (or of the beneficiary or Borrower of a loan) who are directly or indirectly involved in any part of: <ol 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.
<p>11. Unpublished</p>	<p>The Consultant shall not communicate to any person or other entity any unpublished information made known to</p>

	him by GOAM in the course of the performance of his/her obligation under the terms of this agreement, except for prior written consent by the CCCCC and GOAM
12. Liability	No liability shall be attached to GOAM 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 Agreement
13. Rights and obligations	The rights and obligations of the Consultant 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
14. Indemnity	The Consultant agrees to indemnify GOAM against any loss, damage or claims arising against GOAM as a result of the actions of the Consultant, his/her/its employees or subcontractors engaged by the Consultant under the Contract
15. Assignment	The Consultant shall not assign this Contract or sub-contract any portion of it without GOAM prior written consent.
16. Termination of Contract	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 Consultant paid for services rendered up to the date of submission of the written justification.
17. Laws Governing Contract and Language	The Contract shall be governed by the laws of Grenada and the language of the Contract shall be in English
18. Dispute Resolution	Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to mediation and in the event the mediation process does not settle the dispute then it shall be referred to arbitration in accordance with the laws of Grenada.



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

For:	GOAM	For:	Consultant
Name:	<u>Dr. Dunstan Campbell</u>	Name:	_____
Title:	<u>President</u>	Title:	<u>Consultant</u>
Signature:	_____	Signature:	_____
Date:	_____	Date:	_____
Witness:	_____	Witness:	_____

Annex I: Terms of Reference
Annex II: Reporting Obligations
Annex III: Declaration of Undertaking