

**Agreement for the Supply of Services**

Reference Number: 525/SACEP/12

This agreement is made on

**Between** (“the Consultant”)

**South Asia Co-operative Environment Programme (SACEP)**

Contact details:

**W. K. Rathnadeera**  
**Senior Programme Officer**  
**No 10, Anderson Road,**  
**Colombo 05**  
**Sri Lanka**

**Tel : 00 94 11 2589787**  
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**And** (“the Centre”)

WCMC, 219 Huntingdon Road, Cambridge CB3 0DL, United Kingdom

**Whereas**

- (a) The Centre has identified a need for expert help and assistance in the performance and completion of a specific project
- (b) The Consultant has the required level of expertise and has agreed to provide the required assistance on the terms of this Agreement

**IT IS HEREBY AGREED THAT**

**(1) Interpretation**

- 1.1 In this agreement unless the context otherwise required the following words and phrases shall have the following meanings:
  - 1.1.1 **“Intellectual Property Rights”** means any and all patents, patent applications, know-how, trade marks, trade mark applications, trade names, registered design, copyright, database rights or other similar intellectual property rights created, developed, subsisting or used in connection with the Specified Service and whether in existence at the date hereof or created in the future;
  - 1.1.2 **“Specified Service”** means any goods, services or advice to be provided by the Consultant to the Centre as detailed in Schedule 1 to this Agreement;
  - 1.1.3 **“Specified Sum”** means the agreed consideration to be paid by the Centre to the Consultant as detailed in Schedules to this Agreement.



**(2) Agreement**

- 2.1 In consideration of the payment of the Specified Sum by the Centre to the Consultant the Consultant shall provide the Specified Service.

**(3) Specified Service**

- 3.1 The Consultant shall provide the Specified Service to the Centre subject to the terms of this Agreement.
- 3.2 Any changes or additions to the Specified Service or the Specified Sum must be agreed in writing by the Consultant and the Centre.
- 3.3 The Consultant reserves the right to revise the Specified Sum in the light of any changes to the Specified Service in the light of Clause 3.2 above. The Consultant will inform the Centre of any proposed changes in the Specified Sum in writing and these changes will not be valid until accepted in writing by the Centre.
- 3.4 The Specified Service will be provided in accordance with an agreed schedule, describing the work plan and timetable.

**(4) Duration and Termination**

- 4.1 The Centre shall be entitled to terminate this Agreement at any time by giving not less than one month's – or 14 days if the contract is for one month - written notice to the Consultant
- 4.2 Either party may (without limiting any other remedy) at any time terminate this Agreement by giving written notice to the other if the other commits any breach of the Agreement and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or if the other goes into liquidation or (in the case of an individual or firm) becomes bankrupt, makes a voluntary arrangement with his or its creditors or has a receiver or administrator appointed.
- 4.3 The Consultant may terminate this Agreement:
- 4.3.1 By giving the Centre 14 days written notice if the Centre is in default of any agreed payments under this Agreement and has failed to remedy that default within 14 days of receiving a written demand from the Consultant; or
- 4.3.2 By giving the Centre 14 days written notice if the Centre fails to accord the Consultant the reasonable access to premises, equipment, personnel or other information required for the Consultant to perform the Specified Service.

**(5) Centre's Obligations**

- 5.1 The Centre shall, at its own expense, provide the Consultant with all documents or other materials and data or other information necessary for the completion of the Specified Service, in sufficient time to enable the Consultant to provide the Specified Service in accordance with any timetable or other target for progress or completion agreed in writing between the parties.
- 5.2 The Centre shall be responsible for the content of all documents or other materials and shall ensure the accuracy of all data or other information provided to the Consultant in the course of this Agreement.
- 5.3 The Centre shall, at its own expense, retain duplicate copies of all documents or other material and data or other information provided to the Consultant and shall insure against its accidental loss or damage. The Consultant shall have no liability for any such loss or damage, howsoever caused.

- 5.4 The Centre shall ensure, upon being given reasonable notice by the Consultant, that the Consultant is accorded sufficient access to any of the Centre's premises, information, data or personnel and use of any equipment that is reasonably necessary for the completion of the Specified Service. Where the Consultant requires access to any third party premises, information, data or personnel the Centre will make all reasonable efforts to arrange this for the Consultant.

**(6) Consultant's Obligations**

- 6.1 The Consultants obligation is to provide the Specified Service to the Centre subject to the terms of the Agreement.
- 6.2 In the event that the Consultant is unable to provide the whole or any part of the Specified Service for whatever reason, the Consultant shall offer the Centre a substitute ("the Substitute Consultant") of equivalent expertise to work in the Consultant's place. The Consultant will be responsible for paying the Substitute Consultant.
- 6.3 The Centre has the right to refuse or accept the Substitute Consultant offered on any reasonable grounds in which case the Consultant shall offer a further Substitute Consultant. If the Centre finds the Substitute Consultant acceptable, the Consultant shall ensure that the Substitute Consultant fully understands the requirements of the Centre and the progress made in providing the Specified Service.
- 6.4 Thereafter, the Consultant shall continue to invoice the Centre and shall be responsible for the payments and expenses of the Substitute Consultant.
- 6.5 In the event that the Consultant cannot provide an acceptable Substitute Consultant, the Centre is entitled to terminate this Agreement forthwith.
- 6.6 Additional costs incurred by the Consultant in respect of 'finding' and employing an alternative Consultant shall be agreed in advance with the Centre.

**(7) Conflicts of Interest**

- 7.1 The Centre understands and accepts that the Consultant is entitled to seek, apply for, accept and perform contracts to supply goods and services to third parties. However, during the currency of this Agreement, the Consultant undertakes not to accept contracts to supply goods or services to third parties where this could result in the Consultant providing goods or services to competitors of the Centre and where this could have a commercially harmful effect on the Centre.

**(8) Warranties**

- 8.1 The Consultant warrants to the Centre that the Specified Service will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with Schedule 1 to this Agreement and any timetables or other targets agreed.

**(9) Limitation of Liability**

- 9.1 The Specified Service has been negotiated and agreed by the Consultant with the Centre in the context of information provided by the Centre as to the Centre's particular needs and requirements. The Specified Service has been prepared and costed accordingly. Therefore:
- 9.1.1 The Consultant shall have no liability to the Centre for any delay, loss, damage, costs, expenses or other claims for compensation arising from any information or instructions supplied by the Centre which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Centre;

- 9.1.2 The Consultant shall have no liability to the Centre for any loss, damage, costs, expenses or other claims for compensation arising from the Centre making use of the Specified Service for any purpose not clearly disclosed to the Consultant or from the Centre allowing a third party to make use of the Specified Service;
- 9.1.3 Except in respect of death or personal injury caused by the Consultant's negligence, or as expressly agreed in writing between the parties, the Consultant shall not be liable to the Centre by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of this Agreement, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Consultant, its servants or agents or otherwise) which arises out of or in connection with the provision of the Specified Service or its use by the Centre.
- 9.1.4 Except in respect of death or personal injury caused by the Consultant's negligence, or as expressly agreed in writing between the parties, the entire liability of the Consultant under or in connection with this Agreement or the Specified Services shall not exceed 100% of the value of the Agreement.
- 9.2 The Consultant agrees to indemnify WCMC and keep WCMC indemnified, together with its officers, directors, employees and agents, against all actions, claims, proceedings and all damages, costs and expenses arising out of or in connection to this project, except to the extent that the claim, loss, damage or other liability is due to the fault of WCMC.
- 9.3 The Consultant accepts liability for any claim, loss or damage, or other liability incurred in connection with this Agreement incurred by the Consultant or by a third party selected by the Consultant.

**(10) Valuation of Currencies**

- 10.1 Whenever it shall be necessary to evaluate one currency in terms of another for the purpose of making payments in respect of expenses, the conversion to UK Pounds Sterling shall be made at the rate of exchange published on the internet site [www.xe.com](http://www.xe.com) on the immediate Friday before the expenditure was incurred.

**(11) Audit**

- 11.1 The Consultant shall keep accurate and systematic accounts and records in respect of the contracted services and shall provide them in such form and detail as will clearly identify all relevant time charges in respect of fees and all relevant costs in respect of reimbursable expenditure invoiced.
- 11.2 The Centre or its representative shall, on giving reasonable notice to the Consultant, have the right at any time to visit the Consultant's offices to audit the accounts and records and to require the Consultant to produce explanations of the accounts and records as the Centre or its representatives consider necessary.
- 11.3 The Consultant shall make available to the persons carrying out the audit under this paragraph all accounts and records held by the Consultant, or otherwise within the control of the Consultant, whether held on computer or in document or any other form, and make such copies of the accounts and records as these persons may reasonably require and shall give them the necessary facilities for verifying the accuracy of the accounts and records made available.
- 11.4 In the event that the results of an audit demonstrate that the Consultant has claimed any sums in respect of fees or reimbursable expenditure in excess of their entitlement under the terms of the Agreement, the Consultant shall within 28 days of a written demand by the Centre make reimbursement in full in respect of any such overpayment.

**(12) Taxes and National Insurance**

- 12.1 The Consultant is contracted to supply a service to the Centre. It is the intention of the parties that nothing in this agreement or in the way in which the Specified Service is to be provided, shall render the Consultant an employee of the Centre.
- 12.2 The Consultant shall be liable for all taxes and National Insurance Contributions (if any) arising out of payments made to the Consultant pursuant to this agreement and hereby agrees to indemnify and hold harmless the Centre (in the event that it shall be held liable) against any tax or National Insurance Contributions (if any) arising out of such payments, and any interest, fine, penalty, costs and expenses incurred by the Centre in connection therewith.
- 12.3 The above Consultant is obliged to inform either their local (home country office) or the HM Revenue and Customs (HMRC), of the fact that they are in business. It is the Consultant's responsibility to pay the relevant tax and/or Class 2 & 4 National Insurance contributions. It must be noted that written proof of the above will be requested prior to the commencement of services.

### **(13) Intellectual Property**

- 13.1 Unless agreed otherwise in writing between the Centre and the Consultant:
  - 13.1.1 The Centre shall retain ownership of all Intellectual Property Rights of whatever nature and, if registrable, whether registered or not, in the documents or other material and data or other information provided to the Consultant in the context of this Agreement. For the avoidance of doubt, the Centre shall not be deemed to have granted the Consultant any licence to use the documents or other material and data or other information other than for the purposes of this Agreement.
  - 13.1.2 The Consultant shall retain ownership of all Intellectual Property Rights of whatever nature and, if registrable, whether registered or not, in all documents or other material and data or other information and devices or processes provided or created by the Consultant in the provision of the Specified Service save that the Consultant shall be deemed to have granted the Centre a non-exclusive and non-assignable licence to make use of any such documents or other material and data or other information and devices or processes in the context of the Specified Service.
  - 13.1.3 Where appropriate, the Consultant shall be deemed to have asserted its moral rights over any documents or other material provided or created by the Consultant in the provision of the Specified Service.
- 13.2 The Consultant warrants to the Centre that:
  - 13.2.1 No documents or other material and data or other information and devices or processes will be provided by the Consultant for use in the provision of the Specified Service which infringe any third party intellectual property rights;
  - 13.2.2 Any documents or other materials created by the Consultant in the provision of the Specified Service for use by the Centre will be original and created specifically for the Centre.
- 13.3 The Centre warrants to the Consultant that no documents or other material and data or other information and devices or processes will be provided by the Centre to the Consultant for use in the provision of the Specified Service which infringe any third party Intellectual Property Rights.

### **(14) Confidentiality**

- 14.1 Both parties will take all reasonable steps to ensure that any documents or other materials and data or other information which are supplied to the other party in the provision of the Specified Service and are clearly marked as confidential remain confidential to the parties.

- 14.2 Such information will only be made available by the parties to those personnel who have a reasonable need to know of it and the documents or other materials and data or other information or copies thereof will not be made available to any third parties. Either party is entitled to demand the return of all copies of any such documents or other materials and data or other information within 14 days by giving the other party written notice.
- 14.3 This obligation of confidentiality will remain in force beyond the cessation or other termination of this Agreement.
- 14.4 This clause shall not apply to any documents or other materials and data or other information which are already in the public domain at the time when they are provided by either party, and shall cease to apply where either party is required by law to make a disclosure or if at any time the information becomes public knowledge through no fault of the other party.
- 14.5 Both parties undertake that any information which is received from the other party in the provision of the Specified Services will only be used for the purposes of this Agreement.

**(15) General**

- 15.1 The Consultant shall not be liable to the Centre or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Consultant's obligations in relation to the Specified Service, if the delay or failure was due to any cause beyond the Consultant's reasonable control.
- 15.2 The parties to this Agreement are independent businesses and nothing in this Agreement or by virtue of performing it shall be taken as creating a relationship of agent to principal, employer to employee, partnership or joint venture between the Consultant and the Centre. Neither party shall be entitled to enter into agreements or other arrangements on behalf of the other and it is intended that both parties shall retain their independence.
- 15.3 The terms of this Agreement represent the entire agreement between the parties and supersede any previous representations or agreements whether recorded in writing or otherwise.
- 15.4 Both parties agree that the terms of this Agreement are fair and reasonable in all the circumstances.
- 15.5 It is agreed that this Agreement will be governed and construed according to the laws of England and Wales and the parties submit to the non-exclusive jurisdiction of the English Courts.

**(16) Notice of Termination**

- 16.1 Any notice of termination required or permitted to be given by either party to the other under the Agreement shall be in writing addressed to the other party at its principal place of business or such other address as may at the relevant time have been notified pursuant to this provision of the party giving notice.
- 16.2 Upon receipt of any notice referred to in paragraph 16.1 above, the Consultant shall take immediate steps to bring the contracted services to a close in a cost-effective, timely, and orderly manner.
- 16.3 Upon notice of termination of the Agreement (unless such termination shall have been occasioned by the default of the Consultant), the Consultant shall submit an account in writing which shall state the amount claimed, taking into account all fees and costs properly incurred or committed without possibility of recovery by the Consultant in relation to the Agreement or its termination.
- 16.3.1 The Centre shall pay all fees, expenses, and other sums due under the terms of the Agreement up to and including the date of termination.

- 16.3.2 The Centre shall reimburse all reasonable expenses necessarily incurred by the Consultant after the date of termination under the terms of paragraph 16.1 above.

(17) **Summary Notice of Termination**

- 17.1 The Centre reserves the right to terminate the Agreement summarily without notice in the event of the Consultants fundamental or repudiatory breach of contract ( or if not amounting to such) in respect of conduct which in the opinion of the Centre is judged to be prejudicial to the Centre's reputation or standing in its business community. Always provided that payments are within the financial limits of the Agreement, are not subject to dispute, and are acceptable to the Centre, the Centre will pay all fees, expenses, and other sums due under the terms of the Agreement up to and including the date of termination, less the balance of any advance made. No other payment shall be made.

(18) **Settlement of Disputes**

- 18.1 Both parties agree to endeavor to settle amicably any dispute arising from the execution or interpretation of the Agreement. In the absence of an amicable settlement, any dispute or difference arising out of or in connection with the Agreement shall be determined in accordance with English Law under the provisions of the **Short Form Arbitration Rules (as amended from time to time) of the Chartered Institute of Arbitrators.**

(19) **Waivers**

- 19.1 No failure or delay by either party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right and no waiver by either party of any breach of the Agreement by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

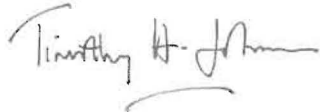
**Signed by**

  
\_\_\_\_\_  
For and on behalf of SACEP

S. M. D. P. Anura Jayatilake  
Director General

\_\_\_\_\_  
Print Name

Dated 13 June 2012

  
\_\_\_\_\_  
For and on behalf of WCMC

Timothy Johnson

\_\_\_\_\_  
Print Name

Dated 08/06/2012



**SCHEDULE**  
**Reference Number: [1023/12](#)**

<b>Agreement Reference No: <a href="#">525/SACEP/12</a></b> <b>Project Number: 4035L</b>
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**Biodiversity Indicators Capacity Building**

WCMC and South Asia Co-operative Environment Programme (SACEP) agree to cooperate on the organization and conduct of the “South Asia Capacity Building Workshop on Indicators as Part of NBSAP Updating” (Indicators workshop) on 15-19 July 2012 in or near Colombo, Sri Lanka. The workshop aims to support South Asian countries in updating their National Biodiversity Strategy and Action Plans following the Aichi Targets.

This schedule specifies SACEP’s role in supporting the logistical organization of the Indicators workshop.

(A) Specified Service / Deliverables

SACEP shall:

1. Receive the confirmation of participants to the workshop in response to the invitation letters and co-ordinate the participants list with WCMC and UNEP Regional Office for Asia Pacific (ROAP). WCMC will determine the final list of participants in the case of requests exceeding the available budget.
2. Determine if the workshop participants have any dietary or other particular physical requirements for the workshop.
3. Obtain options for the workshop venue in co-ordination with WCMC and ROAP. The payment of the deposit and final accounts for the selected venue will be made directly to the venue by WCMC.
4. The payment of the deposit and final accounts for the selected workshop venue will be made directly to the venue by WCMC.
5. Obtain options for the workshop field trip in co-ordination with WCMC and ROAP, and organise the venue and transport arrangements for the field trip. The venue and transport costs for the field trip will be covered directly by WCMC.
6. Attend the workshop as participants (one or two persons) and provide a resource person for the logistical arrangements, DSA payments and report writing during the workshop.
7. Arrange the flight bookings and related air travel requirements for confirmed participants from South Asia and other resource organisations (not WCMC or ROAP) by 25<sup>th</sup> June 2012.

8. Liaise with the WCMC and UNEP Regional Office for Asia Pacific to provide letters for visa applications, if necessary for the Indicators workshop.
9. Arrange and distribute the Daily Subsistence Allowance (DSA) to participants of the workshops at the rate of Fifty US Dollars (USD50) per participant per day. WCMC will provide the funds for the DSA by advance transfer to SACEP.

(B) To Assist in the Above

WCMC Shall:

1. Prepare the programme for the Indicators workshop
2. Invite resource persons for the Indicators workshop
3. Facilitate the actual conduct of the Indicators workshop
4. Handle the logistics and defray the expenses for the field trip
5. Prepare the report for the Indicators workshop.

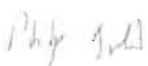
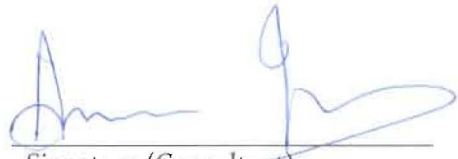
(C) Duration of Schedule

- This Schedule, which overrides previous Schedules, will commence on **18<sup>th</sup> June 2012** and expire on **1<sup>st</sup> September 2012** unless otherwise agreed in writing.

(D) Specified Sum

- The Consultant will be paid a total fee of **17,580 US Dollars** in two separate payments which shall comprise the following (budgetary calculations provided in Annex 1) :
  - a) **12,330 US Dollars** to cover the estimated cost of flights being funded by WCMC as specified in paragraph A6. This first payment will be made on or before **25<sup>th</sup> June 2012**.
  - b) **5,250 US Dollars** to cover the estimated DSA as specified in paragraph A9. This second payment will be made on or before **9<sup>th</sup> July 2012**.
- Invoices should be submitted by SACEP with sufficient time to meet the payment dates specified above.
- The actual total cost of the flights booked and DSA distributed will be determined upon completion of the Indicators workshop, from which WCMC will reclaim any unexpended funds. In the event that the actual costs exceed the estimated costs for the flight bookings, SACEP will invoice WCMC for the remaining balance and subsequent reimbursement
- WCMC reserves the right to reclaim unexpended funds within one (1) month upon termination of this agreement. SACEP shall submit proper documentation as required by WCMC in support of the utilized funds.

- All invoices should be submitted for authorisation to the Project Leader, Philip Bubb.
- WCMC's payment terms are 30 days from receipt of invoice.

	PHILIP BUBB	12 <sup>TH</sup> June 2012
_____ Signature (Project Leader)	_____ Name (Block Capitals)	_____ Date
	S. M. D. P. Anura Jayatilake Director General	13 June 2012
_____ Signature (Consultant)	_____ Name (Block Capitals)	_____ Date

Annex I.

- 1) Estimated total flight costs for 2 participants from each of seven SACEP countries (not Sri Lanka) and one regional institution (ICIMOD, based in Nepal) = US\$17,330  
SACEP financial contribution to the workshop = US\$5,000  
WCMC funds for participant's flight costs = US\$12,330
- 2) Daily Allowance of US\$50 per participant for five days = US\$250 per person.  
Twenty participants from SACEP countries, consisting of four from Sri Lanka and two from the other seven countries, plus two SACEP staff and one regional institution (ICIMOD, based in Nepal).  
21 people @ US\$250= US\$5,250
- 3) Total funds to SACEP = US\$17,580