



CONTRACT FOR CONSULTING SERVICES

THIS CONTRACT (“Contract”) is entered into this [Insert the Date] by and between [Insert the institution Name] (“the Client”) having its principal place of business at [Insert the City or region Name] – , and [Insert the consultant Name] (“the Consultant”).

WHEREAS, the Client wishes to have the Consultant performing the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services (i) The Consultant shall perform the services specified in “Scope of Services,” which is made an integral part of this Contract (“the Services”).

2. Term The Consultant shall perform the Services during the period commencing [Insert the contract validation period (from)] and continuing through [insert the contract ending Date (to)] or any other period as may be subsequently agreed by the parties in writing.

3. Payment

A. Ceiling

For Services rendered Client shall pay the Consultant an amount not to exceed a ceiling of [Insert the contract amount during the period] US \$ (write the contract amount in words). This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits as well as any tax obligation that may be imposed on the Consultant. The payments made under the Contract consist of the Consultant's remuneration as defined in sub-paragraph B below and of the reimbursable expenditures as defined in sub-paragraph C below.

B. Remuneration

The Client shall pay the Consultant for Services rendered at the rate(s) per man/month spent, in accordance with the rates agreed and specified in “Cost Estimate of Services.”

C. Reimbursables – Not Applicable

The Client shall pay the Consultant for reimbursable



expenses, which shall consist of and be limited to:

- (i) Normal and customary expenditures for official travel, accommodation, printing, and telephone charges; official travel will be reimbursed at the cost of less than first class travel and will need to be authorized by the Client's coordinator;
- (ii) Such other expenses as approved in advance by the Client's coordinator.

D. Payment Conditions

Payment shall be made not later than 7 days after the end of each month.

4. Project Administration

A. Coordinator

The Client designates *[Insert the client coordinator Name]* as Client's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, and for approving payments.

B. Records and Accounts (Not Applicable)

The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Client reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

5. Performance Standard

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.

6. Confidentiality

The Consultants 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 or the Client's business or operations without the prior written consent of the Client.

7. Ownership of Material

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The



Consultant may retain a copy of such documents and software.

- 8. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.
- 9. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 10. Assignment** The Consultant shall not assign this Contract or Subcontract any portion of it without the Client's prior written consent.
- 11. Law Governing Contract and Language** The Contract shall be governed by the law(s) in effect in the parts of West Bank and Gaza under the jurisdiction of the Palestinian Authority, and the language of the Contract shall be English Language.
- 12. Dispute Resolution** Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's state.



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Termination

13.1 By the Client The Client may terminate this Contract if the Consultants are unable to perform a material portion of the Services for a period of not less than thirty (30) days

- (a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing,
- (b) if the Consultants become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days, or
- (d) if the consultant, in the judgment of the client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the selection process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

- (e) if the Client, in its sole discretion, decides to terminate this Contract.

13.2 By the Consultants The Consultants may terminate this Contract, by not less than thirty (30) days’ written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 13.2:

- (a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.



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**13.3 Payment
upon
Termination**

Upon termination of this Contract pursuant to Clauses 13.1 or 13.2, the Client shall make the following payments to the Consultants:

- (a) remuneration pursuant to Clause 3 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) ,(b) and d of Clause 13.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

FOR THE CLIENT

[Insert the institution Name]

[Insert the name of authorized signatory]

Signature

FOR THE CONSULTANT

[Insert the position Name]

[Insert the Consultant Name]

Signature



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LIST OF EXHIBITS

Exhibit A: Scope of Services

Exhibit B: Cost Estimate of Services



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Exhibit A



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EXHIBIT B

Cost Estimate of Services

(1) Remuneration of Staff

	Name	Rate (per month in currency) US\$	Time spent (month)	Total (currency) US\$
[Insert the position name]	[Insert the consultant Name]	[Insert the monthly rate Name]	[Insert the contract period]	[Insert the total amount of contract]
				[Insert the total amount of contract]

(2) Reimbursables – Not Applicable

	Rate	Days	Total
(a) International Travel	N.A		N.A
(b) Local Transportation	N.A		N.A
(c) Per Diem	N.A		N.A
			0.00