**DRAFT**

**CONSULTANCY SERVICES AGREEMENT**

This Agreement, dated this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021, is made between the **CARICOM Implementation Agency for Crime and Security (IMPACS)** with its principal offices at 19, Keate Street, Port of Spain in the Republic of Trinidad and Tobago (herein referred to as **“the Customer”**) and ---------------------------------of --------------------------- (hereinafter referred to as “**the Consultant”**)

**WHEREAS** the Customer wishes to acquire from -----------------Consultancy Services described herein and more particularly defined in the Terms of Reference Annexed to this contract **(Annex II);**

 **WHEREAS** the Consultant is duly qualified and willing to provide the said services and such items according to the terms and conditions set out herein;

**AND WHEREAS** the Services are essential to realizing the objectives of **Annex II;**

**NOW THEREFORE**, in consideration of the mutual agreements, covenants and promises hereinafter recited, it is agreed as follows:

1.0 **Definitions** In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

“Agreement” This Agreement together with all the Appendices to which the parties have hereto executed.

“Authorized Officer” is one who has decision-making authority and the authority to bind a Party to Agreements

“Confidential Information” shall include, but not necessarily be limited to information regarding the business affairs, operations, business opportunities, price and cost information, finances, names, prospects, business plans, negotiation techniques, manuals, letters, notebooks, procedures, reports, processes, services, inventions, research and development, and other confidential information and knowledge concerning both Customer and Supplier.

“The Services” The items to be provided by the Consultant as

 set out in Terms of Reference Annexed to this contract**.**

2.0 **Scope of Works and Services to Be Provided**

**2.1** The Consultant shall provide the necessary personnel, expertise and material to deliver to the Customer the services set forth in **Annex II**.

**2.2** Any substantial additions to or modifications of the services to be performed under this Agreement shall be set forth in writing and shall be signed by both parties. The performance of services necessary to the completion of such additions or modifications and the compensation therefore shall be governed by this Agreement unless otherwise described in a written agreement between the parties.

**3.0 Deliverables**

3.1. The Consultant shall deliver the following to the Customer;

1. Course curriculum for the delivery of a course in an Advanced Online Training Course in Instructional Design Strategy And Curricula Development
2. Online training in the abovementioned (including examination and certification requirements)

4.0 **Duration**

 4.1 This Agreement shall be for a period of sixteen (16) weeks from the date of commencement or such other period as may be later agreed in writing between the parties.

5.0 **Fees and Payment**

5.1 The Fees and method of payment are clearly outlined in the draft contract document**.** The Customer shall make disbursements when the Consultant has achieved all the individual milestones and targets as specified in the said Schedule.

6.0 **Expenses**

6.1 Any expenses incurred by the Consultant in the performance of work hereunder shall be the sole responsibility of the Consultant unless otherwise provided under this Agreement.

7.0 **Confidential information**

7.1 Both parties to this Agreement undertake, except as provided below, to treat as confidential and keep confidential all information which may reasonably be supposed to be confidential with the same degree of care as it employs with regard to its own confidential information of a like nature and in any event in accordance with best current commercial security practices, provided that, this clause shall not extend to any information which was rightfully in the possession of either party prior to the commencement of the negotiations leading to this Agreement or which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause).

7.2 Both parties shall not, without the prior written consent of the other party, divulge any part of the Information to any person except:

7.2.1 to their own employees and then only to those employees who need to know the same;

7.2.2 any person who is for the time being appointed by either party to work on or supervise the Services and then only to the extent necessary to enable such person to properly carry out his/her duty.

7.3 Both parties undertake to ensure that persons and bodies referred to in clause 6.2 are made aware before the disclosure of any part of the Information that the same is confidential and that they owe a duty of confidence to the other party.

7.4 Each party to this Agreement shall promptly notify the other party if it becomes aware of any breach of confidence by any person to whom it divulges all or any part of the Information and shall give the other party all reasonable assistance in connection with any proceedings which the other party may institute against such person for breach of confidence.

7.5 The foregoing obligations as to confidentiality shall remain in full force and effect notwithstanding any termination of this Agreement**.**

8.0 **Indemnification**: Subject to the limitations set forth in this section,

8.1 The Consultant shall indemnify the Customer from and against all damages, judgments, liabilities, costs and expenses (including reasonable attorney fees) actually incurred by Customer arising from any third party claim or any liability arising from negligence or willful act or omission in the provision of the Services.

9. 0 **Progress Meetings by Representatives**

9.1 Upon the signing of this Agreement each party shall nominate in writing the person who will act as its representative for the purpose of this Agreement and who will be responsible for providing any information which may be required by the other party to perform its obligations under this Agreement.

9.2 The Consultant shall provide the Customer with reports as per Annex II.

10.0 **Warranty**

10.1 The Consultant warrants the following:

10.1.1 the Services will satisfy the objectives set out in **Annex 1.**

 10.1.2 he/she is entitled to enter into this Agreement;

10.1.3 he/she will carry out the duties under this agreement using good and professional manner and in accordance with current industry standards and practice.

10.1.4 he/she is not bound by, and will not enter into any oral or written agreement with any other party that conflicts in any way with its obligations under this Agreement or any agreement made or to be made in connection herewith;

10.1.5 his/her performance under this Agreement and related agreements do not require the consent or approval of any person that has not already been obtained;

10.1.6 he/she will fully cooperate and collaborate with the Customer, its servants, agents, consultants and other persons engaged and retained by the Customer in the performance of this Consultancy.

11.0 **Termination and Cancellation:**

11.1 The Customer shall terminate this Agreement in the event that the Consultant breaches a provision of this Agreement and fails to remedy such breach within seven (7) days after receipt of written notice of such breach.

11.2 Either party shall be entitled to terminate the Agreement if the other party:

11.2.1 files or has filed against it a petition in bankruptcy, becomes bankrupt or insolvent or,

11.2.2 makes an assignment for the benefit of creditors or,

11.2.3 has a trustee or receiver or administrative receiver or similar appointed under a debt instrument or a receiving order is made against it or,

11.2.4 ceases to conduct business in the normal course, or

11.2.5 otherwise takes or has taken against it any similar action.

11.3 Upon the termination or successful completion of this Agreement the Consultant shall immediately return all materials and documentation and any confidential information belonging to the Customer and all copies of the whole or any part thereof, or if requested by the Customer, shall destroy the same and certify in writing to the Customer that they have been destroyed.

12.0 **Force majeure:** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to, Acts of God, Government restrictions including the denial or cancellation of any export or other necessary license, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected, provided that as a condition to the claim of excused liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

13**.**0 **Assignment:** During the term of this Agreement, neither party will assign this Agreement, or its rights or duties hereunder without the other party’s prior written approval, which may be arbitrarily exercised, in its sole subjective and unfettered discretion. For the purposes of this section, “assign” shall include, without limitation: an assignment arising by operation of law; the sale of all or substantially all of the assets of the business of either party and a change of the direct or indirect voting control of the party from the persons or entity holding voting control of the business at the date of this Agreement. Any attempt by a party to assign this Agreement without obtaining the other’s written consent shall immediately terminate this Agreement.

14.0 **Release of Information:** Both Parties agree not topublicly announce or disclose the existence of this Agreement or its terms and conditions, or advertise or release any publicity regarding this Agreement, without the prior written consent of the other party. Such consent will not be unreasonably withheld.

15.0 **Complete Agreement:**

15.1 This document together with all Annexes referenced in the Agreement constitutes the entire agreement between the parties relating to the provision of Services and supersedes all previous communications, representations, or agreements, either oral or written, with respect to the subject matter hereof, and no representations or statements of any kind made by any representative of either party, which are not stated herein, shall be binding on the Consultant or Customer.

16.0 **Time of the essence**

Time shall be of the essence in this Agreement as regards any time, date or period mentioned in this agreement or subsequently substituted as a time, date or period by agreement in writing between the parties.

17.0 **Miscellaneous**

17.1 This Agreement shall not constitute or imply any partnership, joint venture or agency between the parties.

**ACCEPTED AND AGREED: CARICOM Implementation Agency Crime and Security (IMPACS)**

**Title:**

**Witnessed By:**

**Date:**

**The Consultant**

**Title:**

**Witnessed:**