



European Bank
for Reconstruction and Development

**CONDITIONS OF CONTRACT
FOR
CONSULTANCY SERVICES
(SMALL ASSIGNMENTS)**

Conditions of Contract

Consultancy Services (Small Assignments)

Preamble

This publication represents the Conditions of Contract for Consultancy Services for small assignments modelled upon the respective harmonised contract conditions developed by the Multilateral Development Banks.

CONTRACT FOR CONSULTING SERVICES

(SMALL ASSIGNMENTS)

This Contract (the “Contract”) is entered into this *[insert the date]*, by and between *[insert the Client's name]* (“the Client”) having its principal place of business at *[insert the Client's address]*, and *[insert the Consultant's name]* (“the Consultant”) having its principal office located at *[insert the Consultant's address]*.

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

The Consultant shall perform the services specified in Annex A, Requirements (Terms of Reference and Scope of Services), which is made an integral part of this Contract (“the Services”).

The Consultant shall provide the reports and other deliverables listed in Annex B, Consultant's Deliverables and Reporting Obligations, within the time periods stated therein.

The Consultant shall provide the personnel listed in Annex C, Consultant's Personnel, to perform the Services.

2. Term

The Consultant shall perform the Services commencing *[insert the start date]* within the period of *[insert the number]* of days, or any other period as may be subsequently agreed by the parties in writing.

3. Payment

For the Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount of *[insert amount(s) in figures and words and name(s) of currency(ies)]*, *[insert “including” or “excluding”]* VAT. 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 shall be based on the rates, lump sums and reimbursable expenditures set forth in Annex D, Price Schedules.

The lump sum amounts due to the Consultant for the Services shall be payable on successful completion of respective activities or delivering agreed results.

The amounts due for remuneration shall be determined on the basis of time actually spent by the Consultant's personnel in the performance of the Services.

The amounts due for reimbursable expenditures shall be calculated based on expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.

Payments shall be made in *[specify the currency]* into the following bank account:

Payee's Account Name:
Payee's Account No. (IBAN):
Payee's Bank Name:
Payee's Bank Address:
SWIFT Code:

Correspondent bank details:
Correspondent Bank Name:
Address:
Account Name:
Account Number (IBAN):
SWIFT Code:

Payments shall be made not later than twenty eight (28) calendar days following submission of invoices with the supporting documents, confirming adequate provision of the Services, to the Coordinator designated in paragraph 4.

Notwithstanding the above, the Bank will not make payments to a bank account in a jurisdiction which is deemed by the Financial Action Task Force, hereinafter referred to as the "FATF", to be on the list of non-cooperative countries or territories¹ at the date of payment.

4. Project Administration

The Client designates *[insert the name and the position]* as Client's Coordinator. The Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the reports and deliverables by the Client.

During the course of their work under this Contract, the Consultant's employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent, as well as expenses incurred, as instructed by the Project Coordinator.

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 auditor 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.

The Consultant and its subcontractors shall permit the Bank or persons appointed by the Bank to inspect the site, as well as their assets, books, accounts, records, and other documents (on any media or in any format) relating to the procurement process, under which the tender was submitted, or the Contract and to have such assets, books, accounts, records, and other documents audited by auditors appointed by the Bank, if required by the Bank.

The Consultant and its subcontractors shall maintain all books, documents, records and other documents related to the Contract in accordance with the applicable laws, but in any case for at least six years from the date of substantial performance of the Contract.

¹ The FATF list of Non-Cooperative Countries or Territories (the list of High-Risk Jurisdictions subject to a Call for Action), can be found on the following web-page: <https://www.fatf-gafi.org/en/publications.html>

5. Performance Standard

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

The Consultant shall, and shall cause their subcontractors involved in any part of the Contract:

- (a) to be in compliance with ILO conventions and protocols, including those in respect of forced labour, child labour, freedom of association, non-discrimination and equal opportunities; and
- (b) to permit the Bank and/or persons appointed by them, the right to inspect the aforementioned compliance.

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

All intellectual property rights, including any patents and their application, trademarks, trade secrets, registered designs and their application, copyrights, design rights, moral rights, process, formula, specifications, drawings, rights in computer software and databases, held electronically or otherwise created by the Consultant during the performance of the Services shall be vested with the Consultant. The Consultant may retain a copy of such documents and software, subject to the Client's prior written consent.

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 appropriate insurance coverage in respect of the Contract and the Consultant's personnel engaged for the Services.

10. Assignment

The Consultant shall not assign this Contract or subcontract any portion of it without the Client's prior written consent.

11. Prohibited Practices

The Consultant shall not, and shall not authorise or permit any of its officers, directors, authorised employees, affiliates, agents, representatives, or its subcontractors to, engage in prohibited practices, as defined in defined in the Enforcement Policy and Procedures *[insert the applicable edition]*, with respect to the procurement, award, or execution of the Contract.

The Bank may declare the Contract to be ineligible for financing, and the Bank may take any of the enforcement actions and disclosure actions set out in the Enforcement Policy and Procedures, if in accordance with the Enforcement Policy and Procedures the Bank determines that:

- (a) the Consultant, including its subcontractors have engaged in prohibited practices with respect to the procurement, award, or execution of the Contract; or
- (b) a third party finding, as defined in the Enforcement Policy and Procedures has sufficient relevance and seriousness for the Bank to warrant enforcement actions and disclosure actions against entities or individuals.

12. Agreements with Third Parties

The Consultant shall ensure that in any agreements with subcontractors concerning the execution of the Contract provision are included:

- (a) stating that the subcontractors shall not, and shall not authorise or permit any of their officers, directors, authorised employees, affiliates, agents or representatives to, engage in Prohibited Practices with respect to such agreements and the execution of the Contract; and
- (b) notifying the subcontractors, that the Bank has the right to invoke the Enforcement Policy and Procedures, including any Enforcement Action and Disclosure Action set out therein, in respect of allegations of Prohibited Practices with respect to the procurement, award, or execution of the Contract.

13. Law Governing the Contract and Language

The Contract shall be governed by the laws of *[insert the country]*.

The Contract has been executed in *[specify the language]*, which, unless otherwise agreed by the Parties in writing, shall be the binding language for all matters relating to the meaning or interpretation of this Contract.

14. Termination

The Contract may be terminated by either Party as per the below provisions:

14.1 Termination by the Client

The Client may terminate the Contract by giving a written notice of termination to the Consultant at least fourteen (14) days prior to termination in case of the occurrence of any of the events specified below:

- (a) if the Consultant is in material default of its obligations under the Contract and has not remedied the default within twenty eight (28) days following the receipt by the Consultant of the Client's notice specifying such default;
- (a) if the Consultant fails to comply with Clause 5;
- (b) if the Client determines, based on reasonable evidence, that the Consultant has failed to comply with Clause 11;
- (c) if the Consultant becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any laws for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (d) if the Consultant fails to comply with any binding or final decision reached as a result of dispute resolution proceedings pursuant to Clause 15;
- (e) if as the result of force majeure, the Consultant is unable to perform the Services for a period of more than twenty eight (28) days; or
- (a) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

14.2 Termination by the Consultant

The Consultant may terminate this Contract, by giving a written notice of termination to the Client at least fourteen (14) days prior to termination in case of the occurrence of any of the events specified below:

- (a) if the Client fails to pay any money due to the Consultant pursuant to the Contract and not subject to dispute pursuant to Clause 15 within twenty eight (28) days after receiving written notice from the Consultant that such payment is overdue;
- (b) if as the result of force majeure, the Consultant is unable to perform the Services for a period of not less than twenty eight (28) days;
- (c) if the Client fails to comply with any binding or final decision reached as a result of dispute resolution proceedings pursuant Clause 15; or
- (b) if the Client is in material default of its obligations under the Contract and has not remedied the default within twenty eight (28) days following the receipt by the Client of the Consultant's notice specifying such default.

15. 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 governing the Contract.

In Witness whereof the Parties hereto have caused this Contract to be executed the day and year first before written in accordance with their respective laws.

Signed by: _____	Signed by: _____
<i>[Name and title of Signatory]</i>	<i>[Name and title of Signatory]</i>
for and on behalf of the Client in the presence of	for and on behalf the Consultant in the presence of
Witness:	Witness:
Name:	Name:
Address:	Address:
Date:	Date:

Enclosure:

- **Annex A**, Requirements (Terms of Reference and Scope of Services);
- **Annex B**, Consultant's Deliverables and Reporting Obligations;
- **Annex C**, Consultant's Personnel;
- **Annex D**, Price Schedules.