

### Form of Contract

#### CONTRACT FOR CONSULTANT'S SERVICES (Time-Based)

Project Name: ~~Consultant for Stakeholder Engagement~~

between  
Japan International Cooperation Agency Mozambique Office  
and  
MAJOL Consultoria e Serviços,

Dated: 2<sup>nd</sup>, November, 2015

This CONTRACT (hereinafter called the "Contract") is made the second day of the month of November, 2015, between, on the one hand, Japan International Cooperation Agency (JICA) Mozambique office (hereinafter called the "Client") and, on the other hand, MAJOL (hereinafter called the "Consultant").

#### WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The Conditions of Contract;
  - (b) Appendices:
    - Appendix A: Terms of Reference
    - Appendix B: Experts
    - Appendix C: Remuneration and Reimbursable Expenses

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Conditions of Contract; Appendix A; Appendix B; Appendix C. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.
2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
  - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

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For and on behalf of International Cooperation Agency (JICA) Mozambique office

Katsuyoshi S  
Chief Represent  
Japan International Cooperation Agency (JICA) Mozambique Office

For and on behalf of MAJOL

Director General

For and on behalf of International Cooperation Agency (JICA) Mozambique office

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Chief Represent  
Japan International Cooperation Agency (JICA) Mozambique Office

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## Conditions of Contract

### A. General Provisions

1. **Law Governing Contract** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the laws and any other instruments having the force of law in Mozambique.
2. **Language** This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
3. **Communications** Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in English. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified as follows;  
A Party may change its address for notice hereunder by giving the other Party any communication of such change.

#### For the Client

Address: Av. 24 de Julho No 7, 11 andar Maputo, Mozambique

Attention: [REDACTED]  
Telephone: 21-486357  
Facsimile: 21-486356  
E-mail: [REDACTED]

#### For the Consultant

Address: Rua da Massala n° 241, Bairro do Triunfo, Maputo, Mozambique

Attention: [REDACTED]  
Telephone: +258 84 33 33 338  
Facsimile: [REDACTED]  
E-mail: [REDACTED]

4. **Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified as follows;  
For the Client: Katsuyoshi SUDO, Chief Representative  
For the Consultant: [REDACTED] Director Geral
5. **Good Faith** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

### B. Modification and Termination of Contract

6. **Entire Agreement** This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

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**7. Modifications or Variations**

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

**8. Force Majeure**

- 8.1 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government agencies.
- 8.2 The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure.
- 8.3 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 8.4 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- 8.5 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 8.6 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:
- demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
  - continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

**9. Suspension**

The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services.

**10. Termination**

- This Contract may be terminated by either Party as per provisions set up below:
- 10.1 The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Client shall give at least fifteen (15) calendar days' written notice of termination to the Consultant:
- If the Consultant fails to remedy a failure in the performance of its obligations hereunder;
  - If the Consultant becomes insolvent or bankrupt;
  - If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than thirty (30) calendar days;

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- (d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
  - (e) If the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract.
- 10.2 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (b) of this Clause.
- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract within forty-five (45) calendar 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 a material portion of the Services for a period of not less than thirty (30) calendar days.
- 10.3 Upon termination of this Contract, the Client shall make the following payments to the Consultant:
- (a) Remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination;
  - (b) If the advance payment had already paid to the Consultant, the amount of the advance payment shall be reduced from the amount defined in paragraph (a) above.
  - (c) In the case of the paragraph (b) above, if there is still a balance of the advance payment, the Consultant shall refund the balance to the Client.

**C. Obligations of the Consultant**

- 11. General** 11.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods.
- 11.2 The Expert(s) of the Consultant means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract.
- 12. Confidentiality** Except with the prior written consent of the Client, the Consultant shall not at any time, even after the termination of the Contract, communicate to any person or entity any confidential information acquired in the course of the Services.
- 13. Reporting Obligations** The Consultant shall submit to the Client the reports and documents specified in Appendix A (Terms of Reference), in the form, in the numbers and within the time periods set forth in the said Appendix. Such reports and documents shall become and remain the property of the Client, including its intellectual property rights, upon delivery thereof.
- 14. Inspection** 14.1 The Client shall inspect the Services (or a part of the Services, in such case), based on the said reports and documents within 10 days after receiving them.
- 14.2 If the Client cannot approve any part of the Service, the Consultant shall submit such further information and make such change in the said reports and documents as the Client may reasonably require.

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- 14.2 If the Client cannot approve any part of the Service, the Consultant shall submit such further information and make such change in the said reports and documents as the Client may reasonably require.

14.3 Promptly after the approval of the Services (or a part of the Services, in such case) by the Client, the reports and documents said above shall be delivered to the Client.

**15. Liability of the Consultant** The Consultant shall be responsible for, and shall indemnify the Client from and against any and all losses and damages during or in connection with the Services caused by intentional or negligent act of the Consultant.

**16. Additional Work** If additional work is required beyond the scope of the Services specified in Appendix A, the estimated time-input for the Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause 18, the Parties shall sign a Contract amendment.

**17. No Replacement of Experts** Except as the Client may otherwise agree in writing, no changes shall be made in the Experts.

#### D. Payment to the Consultant

**18. Ceiling Amount** An estimate of the cost of the Services is set forth in Appendix C (Remuneration and Reimbursable Expenses). Payments under this Contract shall not exceed the ceilings specified below. The ceiling is: 45,870 USD inclusive of local indirect taxes. Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be paid by the Client to the Consultant. The amount of taxes is 5,907.5 USD. For any payments in excess of the ceilings hereof, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

**19. Remuneration and Reimbursable Expenses**

19.1 The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services. All the costs related to travels to the provinces are not included in this contract payment, but will be paid by the Client according to the table of the Client. The number of travels will be agreed when the detailed plan is submitted, but cannot be less than 3 trips for 4 consultants.

19.2 All payments for remuneration shall be at the rates set forth in Appendix C.

19.3 The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in Appendix B, and (iii) the Consultant's profit.

**20. Currency of Payment** Any payment under this Contract shall be made in USD.

**21. Mode of Billing and Payment** 21.1 Billings and payments in respect of the Services shall be made as follows: Payment will be done against the approval of the deliverables by the Client, 25% for the first deliverable, another 25% for the second and 50%

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