

Dhaka, <<DATE>>.

### **CONSULTANCY CONTRACT**

Between Transparency Bangladesh represented by its Executive Director Iftekharezzuman,

And               NAME OF CONSULTANT  
                      XXXX  
                      XXXX  
                      Tel.  
                      e-mail  
                      (herinafter referred to as "the consultant")

By this contract TI Bangladesh agrees to appoint the Consultant as **Researcher**, and the Consultant can hereby use this title in connection with fulfilling the terms of the contract.

#### **1.     Contract Documents**

- 1.1    The Consultant and TIB agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
  - a) This letter;
  - b) The Terms of Reference, attached hereto as Annex I;
- 1.2    All the above shall form the Contract between the Consultant and XXX, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.
- 1.3    Should individual clauses of this agreement be ineffective, this shall not affect the effectiveness of any other clause of this agreement.

#### **2.     Obligations of the Consultant**

- 2.1    The Consultant shall perform and complete the services described in Annex I: Terms of Reference (the Services), with due diligence and efficiency and in accordance with the Contract.
- 2.2    This Agreement is a contract for the provision of services and not a contract of employment. Accordingly the relationship of the Consultant to TIB will be that of an independent contractor and at no time will the Consultant hold him/herself out to be an employee of TIB. Given the Consultant's status as an independent contractor, the Consultant and TIB agree that:
  - 2.2.1   The Consultant's place and time of work shall be determined at the discretion of the Consultant within the agreed framework of tasks to be fulfilled.
  - 2.2.2   The Consultant is paid neither for illness or vacation. The Consultant will be responsible for accounting for, filing of, and being liable for the Consultant's tax, social security and any other liabilities.

- 2.2.3 The Consultant shall provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services. The Consultant shall work with the Consultant's own facility, equipment and premises. TIB will provide facilities for work periods necessary in TIB.
- 2.2.4 Neither of the parties to this Agreement is the partner of the other and nothing in this Agreement shall render the Consultant an employee or a partner of or joint venture with TIB.
- 2.3 All reports shall be written in the English language, and shall be transmitted by the Consultant by e-mail to [edtib@ti-bangladesh.org](mailto:edtib@ti-bangladesh.org) and [rhalder@ti-bangladesh.org](mailto:rhalder@ti-bangladesh.org)
- 2.4 The Consultant represents and warrants the accuracy of any information or data provided to TIB for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.
- 2.5 The Consultant shall maintain confidentiality in any and all matters in the course of activities with TIB. This provision shall remain in force after termination of this agreement. In the event of termination of the contract, the Consultant is obliged to submit to TIB all property, records and documents related in any way to the consultant's activities and work for TIB. The Consultant shall also have the obligation to keep TIB informed of matters of interest or concern to TIB that arise in connection with the Consultancy.
- 2.6 Intellectual Property, Copy Rights and other Property
- 2.6.1 TIB owns the exclusive, transferable and unrestricted rights in any work completed under this Contract whether patentable or not. With regard to copyrights, TIB is granted an exclusive world-wide sub licensable licence for unlimited use.
- 2.6.2 All documents and results produced by the Consultant under this contract are the exclusive property of XXX; this includes all accounts, data gathered and produced, discs, documents, letters, memoranda, notes, papers, publications, records, reports, samples, tapes and other items provided to or produced by the Consultant in providing the Services, shall be and remain the property of XXX, and shall be handed over to TIB from time to time on demand and in any event on the Termination Date.
- 2.6.3 The Consultant will promptly disclose all works in which copyright or design rights may exist which s/he may make in the cause of providing the Services. Any such copyright works or designs created in the course of providing the Services shall be the vested in TIB by way of an exclusive world-wide sub licensable licence for unlimited use and to the extent that such copyright or design rights are not vested in XXX, the Consultant hereby assigns the same to TIB absolutely for the entire period or copyright in such invention and all and any renewals and extensions therefore perpetuity throughout the world.
- 2.7 The consultant shall immediately notify TIB of any circumstances, which may place the consultant in a real or apparent conflict of interest in relation to the obligations under the Contract or the interests of TIB generally. There is a conflict of interests where the impartial and objective exercise of the functions of any person under this Contract is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with another person.

There may be a conflict of interest where the Consultant uses the title and association with TIB from this contract for securing other assignments performed in the Consultant's own name, and in such instance the Consultant shall seek the prior agreement of TIB to enter into such other assignment. The Consultant allows TIB to share the conflict of interest information with AusAID as the donor, where TIB is obliged to do so.

- 2.8 The Consultant shall inform TIB of other assignments undertaken over the duration of this contract. The Consultant shall not work for any competitor of TIB or any company affiliated with such competitors, except with the agreement of the Managing Director of TIB.

3. Payment

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, TIB shall pay the Consultant professional consultancy fees in amount not to exceed <<BDT \_\_\_\_\_>> <<inclusive/ exclusive of VAT>>. This fee also incorporates any incidental, travel or other expenses incurred by the Consultant in the performance of their Services.

- 3.2 Payments effected by TIB to the Consultant shall be deemed neither to relieve the Consultant of its obligations under this Contract nor as acceptance by TIB of the Consultant's performance of the Services.

4. Method of Payment

- 4.1. Upon delivery of the outputs, outlined in Annex 1, the consultant shall be entitled to a total fee of BDT ..... The payment will be disbursed in the following tranches, based on invoices submitted by the consultant:

Signature of the contract:	40%
Delivery of full first draft NIS report:	40%
Delivery of final draft NIS report:	20%

Tax and VAT shall be deducted at source from the payment.

- 4.2. The Consultant shall be obligated to maintain records of work and expenses for a period of eight (8) years and TIB reserves the right to request such records of work for the purposes of audit. The Consultant shall fully cooperate with the requirements of any such audit.

5. Submission of invoices

- 5.1 An original invoice shall be submitted by mail by the Consultant for each payment under the Contract to the following address:

House 141, Road 12  
Block E, Banani, Dhaka 1213  
Attn: Ranjan Halder, Director Finance & Administration, TIB

- 5.2 Invoices submitted by fax shall not be accepted by TIB.

5.3 Invoices must display any VAT incurred.

6. Time and manner of payment

6.1 Invoices shall be paid within thirty (30) days of the date of their receipt and acceptance by XXX.

7. Entry into force. Time limits.

7.1 The Contract shall enter into force upon its signature by both parties.

7.2 The Consultant shall complete the Services by no later than 18 April 2013, at which time this contract expires.

7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

8. Termination

8.1 The Consultant or TIB may terminate this fixed term contract without cause before the date of its expiry by giving three months months notice in writing. In this instance TIB will seek to pay for any work undertaken by the Consultant on behalf of TIB up until the point of termination.

8.2 In the event of termination of the contract, the Consultant is obliged to submit to TIB all property, records and documents related in any way to the work under this contract. The Consultant shall also pass on all material information to TIB.

8.3 In the event of termination of the contract due to a lack of good faith on the part of the Consultant, TIB shall be entitled a refund of any monies paid out already under the Contract.

9. Liabilities

9.1 The Consultant shall be responsible for complying with any legal obligations incumbent upon them.

9.2 TIB and AusAID (the Donor) shall not, in any circumstances on any grounds, be held liable in the event of a claim under the Agreement relating to any damage caused as a result of the Services' execution. Consequently, TIB and the Donor will not entertain any request for indemnity, reimbursement or additional expenses accompanying any such claim.

9.3 The Consultant shall bear sole responsibility vis-à-vis third parties, including for damage of any kind sustained by them as a result of implementing the Agreement. The Consultant shall discharge TIB and the Donor of all liability arising from any claim or action brought as a result of an infringement by the Consultant or the Consultant's employees or individuals for whom those employees are responsible of rules or regulations, or as a result of violation of a third party's rights.

- 9.4 Except in cases of *force majeure*, the Consultant shall make good any damage sustained by TIB or the Donor as a result of the execution or faulty execution of the Agreement.
- 9.5 TIB reserves the right to suspend or cancel payments or claim repayment in full or in part including the interest accrued to the contribution if the funds are found to be misused, not satisfactorily accounted for and/ or the stated project objectives and contractual requirements are not being met.
- 9.6 TIB shall not accept any responsibility or liability for any claims, debts, demands, damage or loss as a result of the implementation of this Agreement.

10. Confidentiality

TIB and the Consultant undertake to preserve the confidentiality of any document, information or other material directly related to the subject of the Agreement that is duly classed as confidential, if the disclosure could cause prejudice to the other party or the Donor. The parties shall remain bound by this obligation beyond the closing date of the action.

11. Donor Evaluation, Checks and Audits

In case the Donor decides to carry out a check, an audit or an interim or final evaluation of the project involving the Services, the Consultant agrees to provide the Donor, or any other outside body authorised by the Donor, with all such access, documents and information that can help it to complete these tasks.

12. Publicity

Unless requested otherwise by XXX, any communication or publication by the Consultant related to the Services (if allowed by XXX), shall indicate that these were in part funded by the Donor, and were coordinated and are owned by TIB. Further, any such communication shall indicate that the Donor holds no responsibility for the contents of the Services or the resulting information, or for the subsequent use of this information.

13. Modifications

Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Consultant and TIB. Amendments shall be marked with consecutive numbers.

14. Applicable Law and Jurisdiction

This contract is deemed made in Bangladesh and shall be construed and applied in all respects in accordance with Bangladesh law. The parties hereto submit and agree to jurisdiction of a court of Bangladesh, should disagreements arise.

13. Notifications

For the purpose of notifications under the Contract, the contact persons and addresses of Transparency International and the Consultant are as follows:

*For XXX*

Name: Iftekharuzzaman  
Contact no: 9862041, 01711548717  
Fax: 9884811  
Email: edtib@ti-bangladesh.org

*For the Consultant:*

<<Name  
Contact no.  
Fax  
Email>>

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If the above terms and conditions meet with your agreement, please initial every page of this document and its attachments, and return to XXX, duly signed and dated.

Agreed and Accepted:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Place      Day      Month      Year

*For XXX*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Place      Day      Month      Year

*For the Consultant*

## **ANNEX I : TORs FOR RESEARCHER**