

CONTRACT

between

**The Extractive Industries Transparency Initiative – EITI
Rådhusgata 26,
0151 Oslo
Norway**

And

1. ASSIGNMENT

1.1 Contents

This contract provides for a “service level agreement - SLA” between (“the consultant”) and the EITI Secretariat (“The Client”). The terms of reference for tasks to be carried out under this contract will be agreed in writing prior to the initiation of each task in accordance with the template outlined in Annex A. In the event of any discrepancy between this Contract and the ToR for Individual assignments, the provisions of this Contract shall prevail.

1.2 Duration

The assignment will take effect as 1 December 2020 and shall be completed by _____. The parties may agree to extend the contract beyond _____ by mutual agreement.

Any additional work that would be agreed on will be documented as an addendum to the contract and will follow the same contractual terms defined in Annex A

1.3 Administration

The consultant will report to the Communications Director, Joanne Jones and to Rachel Hollars, Communications Officer as first contact.

2 FEES AND PAYMENT

2.1 Fees

The consultant will be paid a fee of _____. Daily rates for additional support can be found in Annex A.

2.2 Reimbursables

Not applicable.

2.3 Payment

Invoices should be submitted on a quarterly basis accompanied by a summary of all activities completed during that time frame. The Consultant will be paid in full within four (4) weeks of receipt of Invoice.

3 CONFIDENTIALITY, CONFLICT OF INTEREST AND PROPERTY RIGHTS

The consultant shall not disclose to any third party any information relating to the services under this contract, which could be considered confidential (other than in the proper performance of this contract or as may be required by law). The consultant shall immediately notify the EITI of any circumstances which may place the consultant in a real or apparent conflict of interest in relation to the services under this contract or the interests of the EITI generally.

4 FORCE MAJEURE

If a situation arises that under the normal rules of contract law must be considered to be an event of force majeure, this contract shall not be considered breached while the force majeure situation continues. If the force-majeure situation continues, or can be expected to continue, for more than 60 days, either party can terminate the contract by giving 30 days' notice.

5 RESPONSIBILITY OF THE PARTIES

5.1 The consultant's responsibility

a. The consultant is responsible for ensuring that the assignment is carried out in accordance with the contract and that the quality of the assignment result satisfies the requirements that could reasonably be specified on the basis of the assumed professional competence of the consultant.

b. The consultant is responsible for breaches of time limits and the financial budget that result from the negligence or intentional acts of the consultant.

c. The consultant undertakes to keep the EITI Secretariat informed of progress and promptly to inform the EITI Secretariat of circumstances that may cause delays, prevent completion of the assignment, or in any other way affect completion.

d. The Consultant's area of responsibility as set out in a., b. and c. also includes quality deficits and delays in completion of the Assignment, caused by any contractors engaged by the consultant or by the Secretariat.

5.2 The Client's responsibility

- a. The EITI Secretariat will follow agreed protocol for reporting bugs and change requests with clear requirements attached.
- b. The EITI Secretariat will also maintain close communication with the consultant, and expeditiously provide feedback on draft deliverables.

c. The Secretariat will make available to the consultant the necessary data and information necessary to carry out the prescribed tasks, and will work to ensure good access to relevant stakeholders and contacts within EITI implementing countries and supporting organizations as needed.

6 BREACH - SANCTIONS

a. In the case of breaches as set out in paragraphs 5.1 that are not due to the EITI's conduct or circumstances as set out in paragraph 5.2, the Secretariat can require the consultant to remedy the breach(es) at his own expense, as long as this does not occasion unreasonable costs or inconvenience.

b. If the breaches are not remedied in accordance with the quality requirements set out in paragraphs 5.1, or this does not occur within a reasonable period after the Secretariat has complained about the breaches, the Secretariat can claim a price reduction corresponding to the cost of carrying out the assignment.

c. A party may terminate the contract when the breach of the other party is substantial.

d. A party may claim compensation for the loss he/she suffers as a result of the breach of the other party, in accordance with the general rules on compensation in contractual relationships. The party shall be put in the same financial position he/she would have been in had the contract been properly fulfilled.

e. A party loses his/her right to enforce a sanction against the other party if he/she does not give notice of the claim to the other party within a reasonable period of becoming aware of the circumstances that constitute the basis for the sanction.

7 DURATION - TERMINATION

The contract remains in force until the assignment is completed and all payments, pursuant to invoices, have been made, but it can be terminated by the Secretariat on 14 days' written notice without giving reasons. In the case of such termination, the Secretariat shall pay the consultant's fee for work carried out and Travel Costs and shall pay financial compensation

for expenses the consultant has incurred in connection with the early termination of the assignment.

The Consultant is obliged to complete and deliver work already started.

8 CHOICE OF LAW - DISPUTES

The parties’ rights and obligations under this contract are governed in their entirety by Norwegian law. Disputes that arise under this contract shall, if they cannot be resolved by negotiation between the parties, be heard by the district court of Oslo.

9 ENQUIRIES

All enquiries concerning this contract should be directed to:

The EITI Secretariat:

Consultant:

This contract is signed in **2 (two) copies**, of which each party keeps 1 (one) copy.

For the EITI Secretariat:

The Consultant:

Date:

Date

Annex A: Terms of Reference

Appendix B: Key Experts

Appendix C: Remuneration Cost Estimates

Appendix D: Reimbursables Cost Estimates

Appendix E: Form of Advance Payments Guarantee