**Contract for Consultancy Services**

**Lump-Sum Contract Individual Consultant (Short-Term)**

**"** **TITLE OF THE CONSULTANT"**

**Contract No: (Indicate Contract Reference)**

**Between**

**THE ECONOMIC COMMUNITY OF WEST AFRICAN STATES**

**(ECOWAS COMMISSION)**

**and**

**(Indicate name of the consultant)**

**Dated: (provide contract date)**

**CONTRACT**

THIS CONTRACT (“Contract”) is entered into this ……………… of **………………………………., 202x**

between

**(Indicate relevant contracting Authority)** (“the Client”) having its principal office at (indicate address of relevant Contracting Authority),

and

**XXXXXXXXXXXXXXXX** (“the Consultant”) having its principal office located at **indicate consultant address;** Email: [**(indicate**](mailto:tienoncelestin@hotmail.com) **consultant email)**

**WHEREAS**, the Client wishes to have the Consultant perform 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** | (i) The Consultant shall perform the services specified in **Annex A**, “**Terms of Reference and Scope of Services**,” which is made an integral part of this Contract (“**TOR Title**”).  (ii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in **Annex B, “Consultant’s Reporting Obligations**.”  (iii) **Annex** **C, Contract Breakdown**  (iv) **Annex** **D, Consultant’s CV** |
| **2. Term** | This contract is for a fixed duration of **(indicate contract duration)**  The Consultant shall commence the Services **within three (3) days** after the contract has been signed by both parties (the last date of signature being the effective start date), or any other period as may be subsequently agreed by the parties in writing. |
| **3. Payment** | A. Contract Sum  For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not exceeding **amount (US$xxxxxxxx) only** for the duration of assignment, as indicated in Annex C (Total Cost Ceiling).  This amount has been established based on the understanding that it includes all the Consultant's costs including profits as well as any tax obligation that may be imposed on the Consultant as indicated in Annex C (Total Contract Sum).  B. Schedule of Payments   |  |  |  |  | | --- | --- | --- | --- | | **S/n** | **Reports** | **Percentages** | **Amount (USD)** | |  |  |  |  | |  |  |  |  | |  |  |  |  | |  | **Total Fees** |  |  |   Payments shall be made to the Consultant’s bank account below:   * Country code: * Bank code: * Branch code: * Account Number: * Bank Address:   C. Payment Conditions  Payment shall be made in **(Indicate Contract Currency)***,* no later than 30 days following submission by the Consultant of an invoice in hard copy and electronic format including approved report. |
| **4. Project Administration** | A. Project Director  The Client designates the **(indicate the project director or coordinator here)** as Client's Project Director; the Project Director will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverable by the Client and for receiving and approving invoices for the payment.  B. Reports  The reports listed in Annex B, “Consultant's Reporting Obligations,” shall be submitted in the course of the assignment and will constitute the basis for the payments to be made under paragraph 3. |
| **5. Performance Standards** | The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.  The Consultant shall retain full responsibility for the Services. |
| **6. Confidentiality** | The Consultant shall not, during the term of this Contract and within two (2) 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** | Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software. |
| **8. Consultant Not to be Engaged in Certain Activities** | The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services. |
| **9. Insurance** | The Consultant will be responsible for taking out any appropriate insurance coverage. |
| **10. Assignment** | The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent. |
| **11. Law Governing Contract and Language** | The Contract shall be governed by **the law of the country of the Contracting Entity** and the language of the Contract shall be **English OR French.** |
| **12. Dispute Resolution** | Any dispute arising out of the Contract, shall be settled amicably between the parties. |
| **13. Equipment, Vehicle and Materials Furnished by the Client** | Equipment, vehicles and materials made available to the Consultant by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall return them accordingly. |
| **14. Termination** | The Client may at any time terminate this Agreement without prior notice If the Consultant, in the judgment of the Client or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank’s sanctions procedures) in competing for or in performing the Contract  The Client may terminate this Contract with **at least thirty (30) working days** prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:  (a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;  (b) If the Consultant becomes insolvent or bankrupt;  (c) If the Consultant, in the judgment of the Client or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank’s sanctions procedures) in competing for or in performing the Contract.  (d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;  The consultant may terminate this Agreement in writing, if within forty-five (45) days after the scheduled date for payments which have not been contested by the Client, such payments are not made without any valid reason;  The consultant may terminate this contract upon giving thirty days’ (30) notice or one month lump sum honorarium equivalent in lieu of notice. |

IN WITNESS WHEROF the parties hereto have caused their common seals to be affixed hereunto the day and the year first above written.

**DONE AT ABUJA, THIS** …………………. **DAY OF**…………………………………………………………………..202x

**FOR THE CLIENT FOR THE CONSULTANT**

Signed by …………………………………… Signed by ………………………………….

Name: **(Contracting Authority)** Name: **xxxxxxxxxxxxx** Title: **Consultant**

**Annex A – Terms of Reference and Scope of Services**

**TERMS OF REFERENCE**

**(INSERT RELEVANT TOR HERE)**

**ANNEX B – Consultant’s Reporting Obligations**

(INSERT REPORTING REQUIREMENT HERE)

**ANNEX C – CONTRACT BREAKDOWN**

**(INSERT CONTRACT FINANCIAL BREAKDOWN HERE)**

|  |  |  |
| --- | --- | --- |
| **No** | **Items** | **Total (US$)** |
| **A** | **REMUNERATION** |  |
|  |  |  |
|  | |  |

**ANNEX D –** **CONSULTANT’S CV**

**(Insert CONSULTANT cv HERE)**