



## Model contract for sub-contractors

### Introduction

There will be occasions when it is appropriate to sub-contract some of the work for your advocacy initiative. This is highly likely for the research but may be desirable for other elements as well. Here is a draft text that can be copied and pasted to your letterhead, amended as required and used as a contract.

### Contract

CONTRACT FOR [RESEARCH] SERVICES

[XYZ] ADVOCACY PROJECT

BETWEEN

[Your organisation] of [your address] hereinafter referred to as the "Association" and represented by [name of person and job title]

AND

[Name of consultant and, if appropriate, the name of the consultancy practice] of [the consultant's address] hereinafter referred to as the "Consultant";

IT HAS BEEN AGREED AS FOLLOWS:

1. a) The purpose of this Contract is the performance by the Consultant of the tasks specified in Annex 1 (hereinafter "the work"), which forms an integral part of this Contract. The Contractor undertakes to carry out all tasks and provide all services necessary for the performance of the work.

b) The work shall be carried out by the Consultant in accordance with the Association's needs and in accordance with the timetable set out in Annex 2, which forms an integral part of this contract.

2. a) In consideration of the performance by the Consultant of the work and on receipt of the corresponding invoice, the Association shall pay the sum of [amount] as follows:

[insert any split between fees and expenses and whether the sum for expenses requires evidence of expenditure in the form of receipts]

[insert here stage payments with amounts if necessary, or else when amount will become due, for example, in full within a specified number of days after receipt of a satisfactory report]

b) Where appropriate, the consultant should add withholding taxes and Value Added Taxes, and these must be shown separately

c) It is the intention of the parties to this Contract that it represents a contract for services. Accordingly, any fees paid under this Contract are the Consultant's business income; the Consultant shall be responsible for including such fees in the accounts of the business and for paying any tax or social security payments that may be due.

3. Payments will be made by bank transfer. The Association will only pay the bank transfer fees charged by the originating bank. The Organisation will not reimburse any fees levied by any intermediary bank or the receiving bank or any other cost associated with such transfer or with currency exchange.

4. The consultant is responsible for providing all equipment and materials necessary for the provision of services except as agreed with the Association in writing in advance.

5. a) The Consultant hereby declares having all rights and full authority to conclude this Contract and to be in possession of all licences, permits (including work permits for Consultant's personnel) and property rights, in particular intellectual property rights, necessary for the performance of this Contract.

b) The Consultants shall be solely liable for and shall indemnify, defend and hold the Association and its personnel harmless from and against any and all claims, losses, damages, costs or liabilities of any nature whatsoever, including those of third parties and Contractor's personnel, arising directly or indirectly out of or in connection with Contractor's performance or breach of this Contract.

c) The Consultant shall possess adequate insurance to cover the risks and liabilities associated with the Contract. It is understood that lack of insurance does not diminish their liability hereunder or any manner imply that the Association undertakes any liability.

d) The Consultant will not accept for his own benefit or that of anyone else any trade, commission, discount or similar payment in benefit or kind arising out of or in connection with the activities of this Contract.

6. The Consultant shall ensure that all those performing the work are in possession of valid passports and the necessary visas or other authorisations to enable them to travel to the place(s) where the work is to be performed. The consultant shall reimburse the Association for any costs incurred as a consequence of non-compliance with this obligation.

7. Neither the Consultant nor any of Consultant's employees, agents or representatives:

a) shall in any capacity be considered as members of the staff, employees or representatives of the Association;

b) shall have any power to commit the Association in respect of any obligation or expenditure whatsoever;

c) shall have any claim to any advantage, payment, reimbursement, exemption or service not stipulated in this Contract;

d) shall disclose or use, in whole or in part, for any purpose whatsoever, other than that specified in the present Contract, information or documents communicated to them, or which come to their knowledge in the course of the performance of this Contract, including the results of the work under the Contract.

9. a) Work carried out in performance of this Contract and the intermediate and final results thereof, as well as all copyright and other intellectual property rights arising from such work and results shall be the sole property of the Association, which may use or dispose of it as it sees fit.

b) The Consultant undertakes not to use said work or results for any purpose whatsoever, except with the prior written consent of the Association. The Consultant shall ensure that the Consultant's personnel are expressly bound by and respect the provisions of the present clause 9.

10. The Consultant shall not transfer to any third party any rights or obligations under this Contract, in whole or in part, except with the prior written consent of the Association. Moreover, the Consultant undertakes that the work shall be performed by the individual(s) named in Annex 1 or otherwise agreed with the Association, this being an essential element of the Contract. The Consultant may not at any time replace or substitute said individuals by others, without the prior written agreement of the Association.

11. Provisions of this Contract which, by their nature, should remain in effect beyond the termination or expiry of the Contract, in particular, without limitation, obligations under clauses 5 b), 7 d) and 9, shall survive without any time limit.

12. In the event of unsatisfactory performance or failure by the Consultant to comply with any obligations under this Contract, the Association reserves the right to terminate this Contract without any prior notice or indemnity and demand repayment of any sums already paid to Consultant, without prejudice to any other rights or remedies to which the Association may be entitled.

13. Any dispute arising out of the interpretation or implementation of this Contract, which cannot be settled by mutual agreement, shall be referred for decision to an arbitrator chosen by agreement between the Association and the Consultant or, failing such agreement on the choice of the arbitrator within three months of the request for arbitration, to an arbitrator appointed by [the Advocacy Fund or other suitable organisation such as the Institute of Arbitrators]. The decision of the arbitrator shall be final and not subject to appeal.

14. This Contract may be modified or supplemented only by a written amendment signed by an authorised representative of each party.

On behalf of the Consultant:

On behalf of the Association:

[Name of consultant]

Name of Representative of Association

Date and location: ..... Date and location: .....

Signature

Signature

### **Annex 1: Terms of reference**

[Set out the task]

### **Annex 2: Timetable**

[set out the timetable, especially start and end dates and specified reporting milestones]