

GOVERNMENT OF SAMOA



RECRUITMENT OF A WATER UTILITIES GOVERNANCE EXPERT AND A LEGAL EXPERT FOR STRENGTHENING THE GOVERNANCE ARRANGEMENTS FOR THE SAMOA WATER AUTHORITY (Ref. No. PFMR2/2012/15)



The Government of Samoa is seeking to engage the services of a Water Utilities Governance Expert and a legal expert to assist the Ministry of Finance in reviewing and providing recommendations to strengthen the governance arrangements of the Samoa Water Authority. This study forms part of phase 2 of the Public Finance Management Reform programme which is being implemented with support from the AusAID Performance-linked Aid programme.

Quotations are invited from suitably qualified consultants to undertake this assignment. Experts may apply individually or as a team through a company.

Detailed Terms of Reference and information on the application procedure are available on the following websites www.mof.gov.ws under Services/Procurement..

The deadline for submission is 10:00am local Samoan time on Monday 26th March 2012.

Applications must be submitted to:

The Secretary Tenders Board
Ministry of Finance
4th Floor, Central Bank Building
Beach Road
Private Bag
Apia, Samoa

For any clarifications please contact Ms. Elita Tooala on email: elita.tooala@mof.gov.ws, Tel: +685 34321, or at the Office of the Ministry of Finance, Level 4, Central Bank Building, Apia, Samoa.

Lavea Tupa'imatuna Iulai Lavea
CHIEF EXECUTIVE OFFICER
MINISTRY OF FINANCE



GOVERNMENT OF THE INDEPENDENT STATE OF SAMOA

MINISTRY OF FINANCE

**RECRUITMENT OF A WATER UTILITIES GOVERNANCE EXPERT AND A
LEGAL EXPERT FOR STRENGTHENING THE GOVERNANCE
ARRANGEMENTS FOR THE SAMOA WATER AUTHORITY**

REQUEST FOR QUOTATION

RFQ Reference: PFMR2/2012/15

FEBRUARY 2012

Letter of Invitation

1. Request for Quotations

The Ministry of Finance, hereinafter the Procuring Entity, intends to apply funds received through the Government of Samoa Public Finance Management Reform Program for the recruitment of a Water Utilities Governance Expert (35 working days) and a Lawyer (30 working days) to assist the Ministry of Finance in reviewing and providing recommendations to strengthen the governance arrangements of the Samoa Water Authority.

2. General Eligibility of Consultants

The individual consultant must meet the following General Eligibility Requirements:

- a. Possess a valid business license (in case of firms);
- b. Be free from insolvency, bankruptcy, or similar status;
- c. Have legal capacity to enter into contract;
- d. Have an adequate record of business integrity and ethics;
- e. Not be excluded pursuant to Part IX of the Tender Board Guidelines for Procurement; and
- f. Has not been convicted within the last year of, or currently under indictment for, a criminal offense involving corruption or other misconduct reflecting a lack of suitability to participate in procurement.

You will need to complete the enclosed statement confirming the absence of any actual or potential conflict of interest or how any existing actual or potential conflict of interest will be satisfactorily resolved.

3. Terms of Reference

The Procuring Entity hereby invites submission of Quotations (Cover letter + CV + Cost Estimate) for the services described in Annex 1 of this RFQ.

4. Curriculum Vitae

You are hereby invited to submit your Curriculum Vitae (CV) with a covering letter highlighting relevant areas of expertise and **contact details for two references**. Please find below in Annex 2 a sample form of a CV to be utilized when submitting your quotation. You must ensure that your CV provides sufficient and relevant detail to enable assessment against the General Eligibility of Consultants and the requirements of the TOR.

5. Cost Estimate of Services

You should also provide a Financial Quotation. Please find below in Annex 3 a sample form "Cost Estimate of Services and Schedule of Rates". In preparing your Financial Quotation, please note that an estimate of 65 working days will be required to carry out the assignment. However, you are free to prepare your own estimates of working days required to carry out the assignment and to offer the corresponding cost in your quotation. **Please note that the maximum fee rates allowed for this assignment for the water utilities governance expert will be 2,600 Samoan Tala per working day and 1,500 Tala for the expert lawyer excluding taxes payable in Samoa. Any RFQ submissions with an amount above these limits will be rejected. Financial offers for international experts may be quoted in**

Australian Dollars or US dollars. The exchange rates that will be used for the financial evaluation is 1 AUD = 2.44 SAT and 1USD = 2.28 SAT

6. Preparation and Submission of Quotations

The **Closing Time and Date** for Submission of Quotations is: **10.00am on Monday 26th March 2012 (Samoan Time Zone)**

The CV and Financial Quotation must each be placed into two separately sealed envelopes and clearly marked as follows:

- i. For the CV (s): ***“Curriculum Vitae: Recruitment of Experts to strengthen the governance arrangements of the SWA (RFQ Number PMFR2/2011/15)”*** and
- ii. For the Financial Quotation: ***“Financial Quotation: Recruitment of Experts to strengthen the governance arrangements of the SWA (RFQ Number PMFR2/2011/15)”***. The envelope containing the Financial Quotation must also contain the name of the bidder and a warning ***“Do Not Open with the Curriculum Vitae”***.

The two envelopes, respectively containing the CV and the Financial Quotation shall then be placed into an outer envelope and sealed. This outer envelope shall bear the submission address (detailed below) as well as the RFQ reference number, name of the assignment, submission deadline and offer validity, and be clearly marked ***“Do Not Open - except during the proposal opening session”***. The address for submission is as follows:

The Secretary Tenders Board
Ministry of Finance
4th Floor, Central Bank Building
Beach Road
Private Bag
Apia, Samoa

Submission must be by hand delivery, mail or courier. Quotations submitted by email or fax will not be accepted.

Quotations delivered after closing time will be deemed to be late and will be returned unopened.

The Procuring Entity shall not be responsible for misplacement, loss or premature opening if the outer envelope is not sealed and/or marked as stipulated. This may result in the rejection of the quotation. If the Financial Quotation is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for rejecting the Proposal. **The CV shall not include any financial information which may totally or partially disclose the quoted price.** A CV containing such financial information shall be rejected.

7. Information on tax in Samoa

This Contract is subject to taxation in Samoa, namely VAGST and withholding tax. The Consultant is responsible for informing him/herself on tax requirements in Samoa. An exemption from withholding tax may apply where the Consultant receives written approval from the Ministry of Revenue. The Principal is responsible for remitting the value of the tax charged by the Consultant on the Consultancy Fee direct to the Ministry of Revenue. This

means that the value of the tax charged by the Consultant on the Consultancy Fee will not be included in payments made to the Consultant under the Contract. Withholding tax is not payable if the Consultant is paying income tax in his/her country of residence but this is subject to a written exemption approved by the Ministry of Revenue. The Consultant must quote fee rates including any taxes payable in Samoa as set out in Annex 3.

8. Evaluation Procedure

This is a competitive process and the selection of a Consultant will be the responsibility of an Evaluation Committee, convened by the Procuring Entity, with final approval from the Government of Samoa Tenders Board. The Evaluation Committee will assess each proposal based on 'Quality- and Cost-Based Selection', which is further explained as follows.

Evaluation of CVs

The Evaluation Committee shall evaluate the CVs on the basis of their compliance with the requirements of the TOR, experience, skills and qualifications of the Consultant, suitability to the assignment, language and knowledge of local conditions. Each acceptable CV will be given a technical score (St). Contact persons provided for reference may be contacted for further information. A CV shall be rejected at this stage if it fails to achieve the minimum technical score of 70 points.

CVs will be evaluated in accordance with the following criteria - **Criteria for the senior water utilities governance expert**

	Maximum score
Qualifications	10
Experience in working with water utilities and water supply institutional arrangements	20
Specific experience in designing and implementing institutional reform relating to improved governance and performance of water and other utility organisations	40
Experience in financial and economic performance assessment	20
Experience in cross-cultural environment and developing countries preferably including small island and Pacific region countries.	10
TOTAL	100

Criteria for the senior water utilities governance expert:

	Maximum score
Qualifications and Samoan Language skills	20
Experience and knowledge of the legal set up for public bodies in Samoa	20
Specific experience in drafting new or amendments to existing legislation in Samoa	40

Experience in the water sector or with water supply institutions in Samoa	20
TOTAL	100

Evaluation of the Financial Quotation

The lowest quote will be noted 100 points. The formula for determining the financial score Sf is the following:

Sf = 100 x Pi/Pm, where

- Sf is the point given to the quotation
- Pi is the lowest quote (fees component only)
- Pm is the price of the evaluated quotation (fees component only)

Global evaluation of the Quotation

The CV is given a weight of 80% and the financial quotation 20%. The global score is determined as follows:

S = 80% St + 20% Sf, where:

- S is the global score
- St is the score of the technical proposal
- Sf is the score of the financial proposal

The quotation achieving the highest combined technical and financial score will be selected.

9. Date for Submission

You are requested to provide your quotation at the latest by **10.00am (local Samoan time) Monday 26th March 2012.**

10. Validity of Quotation

The quotation shall remain valid for a period not less than 60 days after the deadline date specified for submission.

11. Please note that the cost of preparing a quotation and of negotiating a contract is not reimbursable as a direct cost of the assignment.

12. The following documents are attached to this Letter of Invitation:

Terms of Reference	Annex 1
Sample Format of Curriculum Vitae (CV)	Annex 2
Sample Cost Estimate of Services and Schedule of Rates	Annex 3
Declaration of Eligibility	Annex 4
Draft Contract	Annex 5

13. If you require further information on the assignment and the local conditions, you may contact Ms Elita Tooala on email: Tel: +685 34321, or at the Office of the Ministry of Finance, Level 4, Central Bank Building, Apia, Samoa.

14. The Client is not bound to accept any of the quotations submitted.

Yours sincerely,

Lavea Tupa'imatuna Iulai Lavea
CHIEF EXECUTIVE OFFICER
MINISTRY OF FINANCE

ANNEX 1

Strengthening the Governance Arrangements for the Samoa Water Authority

Terms of Reference

1. Background

The Samoan Water Authority (SWA) was created as a separate entity under the Water Authority Act (1994). Prior to this date it was under the Ministry of Public Works. The mandate, powers and governance arrangements were updated under the Samoa Water Authority Act (2003) and SWA also falls under the Public Bodies Act (2001) as a State Owned Enterprise (SOE). The shareholding Ministers responsible for SWA under the Public Bodies Act is the Minister for Works, Transport and Infrastructure (MWTI) and the Minister of Finance. Prior to the decision in 2011 to remove all Government Ministers from SOE Boards, the Minister of MWTI was the chairman of the Board of Directors, with Government officials making up the majority of Directors. This is now changing with Ministers and Government officials now excluded from the role of Directors apart from a few strategic cases. The majority of the Directors in future are to be recruited from the private sector or civil society by an Independent Selection Committee. The new Boards will be provided with induction training and will be encouraged to improve the performance of their respective SOEs. There are some concerns regarding the pace of this reform process which is dealing with recruiting and training a large number for new Directors simultaneously.

SWA is run by a Managing Director (MD) with the help of 7 senior managers. The organization has recently been restructured and now has separate management arrangements for rural Upolu, Apia urban area (Upolu) and Savaii each under the responsibility of a senior engineer. There are also centralized services for financial management, customer billing and services, procurement, asset management, public relations and investment planning. In total the organization has 206 staff. SWA provides water supply services throughout the country to some 80% of the population as well as sewerage services to Apia's central commercial area.

There are several entities monitoring the performance of SWA. There is the SOE Monitoring Division (SOEMD) of the Ministry of Finance, which is managing the recruitment of the new Directors, and is mainly concerned with the financial performance of the entity. SOEMD also monitors the implementation of the Public Bodies Act, including the preparation of corporate plans, submission of quarterly and annual reports (including annual audited accounts). SOEMD provides quarterly performance monitoring reports on each SOE. The Minister of MWTI provides direct guidance to the MD of SWA pending the appointment of a new Board and is also responsible for advising on and allocating Community Service Obligation wherever services are to be provided by Government on a non-commercial basis. The Board of Directors is responsible for providing direction to management and monitoring performance. The Board will report to the Minister of Works, Transport and Infrastructure. The Water Sector Coordination Unit, which oversees the performance of all activities and investments for the Water and Sanitation Sector, is also monitoring the performance of SWA with a set of indicators, including some from SWA, which are triggers for release of EU budget support to the sector. The Ministry of Health is monitoring the water quality provided by SWA.

There have been serious concerns regarding SWA's performance over the past 10 years. These concerns relate to the sustainability of major investments in water and sanitation infrastructure over the past 10-15 years. Very high levels of non-revenue water have been reported with levels as high as 70% or even 80% in some service areas. There have been difficulties in sustaining systems developed under a 5 year Institutional Strengthening Project (ISP) funded by AusAID in the period from 1998-2003 (e.g. the asset management system). There have also been complaints regarding the quality of the services provided to customers including intermittent supplies and poor quality of water. There is limited performance data available within the organization (e.g. customer numbers, metered customers, production and consumption data, NRW). At the same time there are ongoing efforts building on the ISP and the EU Water Sector Support Programme to strengthen the capacity of SWA. The EU is currently providing an experienced Institutional Development Adviser to assist SWA and work is going on to build capacity, to strengthen commercial and customer orientation and to introduce performance monitoring and other critical systems.

In 2009 the EU Water Sector Support Programme (WaSSP) financed the development of a Water Services Policy with the aim of strengthening the sustainability and performance of SWA, providing clarity on the role of community managed schemes in relation to SWA, and ensuring protection of customer interests. The Water Services Policy was approved in 2010 and provides for the introduction of a regulator for the water sector. It also proposes the introduction of a performance contract between Government and SWA detailing the coverage and standard of services to be provided. It has since been suggested by external evaluators of the water sector programme that the role of the regulator should be confined to the economic performance of SWA. It has also been proposed that the role of the regulator could be integrated into the administrative establishment of an Energy Regulator, which is due to be established in 2012.

The recent mid-term review of the Water and Sanitation Sector Budget Support Programme has recommended that SWA should be changed from a Statutory Authority to a Corporatised Public Water Company, which extends the powers of the Board over tariffs and enhances the ability of the managers to manage.

SOEMD has launched a separate initiative for technical support to facilitate the reform of the Boards of Directors, which has been introduced for all Public Bodies. A new Governance Unit has been established within SOEMD. The aim of this technical support is to ensure effective training of new Board members, assistance to strengthen role of the Boards in driving improved performance and advisory support to build the capacity of SOEMD staff in their monitoring and facilitation role. The selected consultant will be required to collaborate closely with SOEMD and the technical expert providing the related support for this initiative to ensure that recommendations and proposed actions are effectively coordinated.

In view of the above, it has been agreed that a further review of options to strengthen the governance of SWA is required including the possible introduction of a regulator taking into account the reforms to the SWA Board and the detailed arrangements for this role.

2. Objective

The objective of the assignment is to advise the Ministry of Finance of the Government of Samoa on the options and approaches to achieve improved governance and subsequent performance of SWA taking into account the ongoing reforms to the Board of Directors and the proposed introduction of a regulator.

3. Detailed Tasks to be Undertaken

The following tasks are to be undertaken by the consultants:

- i) A review of the current status of SWA. This should include the following:
 - the existing legislation relating to SWA (Public Bodies Act and SWA Act)
 - the mechanisms and progress in establishing and training a new Board of Directors
 - the water services policy and the water sector plan
 - current performance and monitoring systems for SWA
 - the recent final evaluations of the Water Sector Support Programme (WaSSP) and the Mid Term Review of the EU Sector Budget Support programme.
- ii) Present short-term and long-term options for adjusting the institutional framework in order to strengthen the governance of SWA and ultimately the performance of the organization with a commercial orientation for delivery of services to customers on a financially sustainable basis. The approach should take into account the ongoing reform of the Board of Directors and the proposed establishment of a Regulator.
- iii) Advise on mechanisms to ensure an effective outcome of the Board reform process including issues relating to selection of Directors, general and specific training for Directors, Board monitoring systems and working arrangements (Roles and responsibilities, reporting and reporting relationships). This should include support to the Governance Unit within SOEMD through training of staff on both evaluation of Board's performance as well as enhanced monitoring. The consultant will provide guidelines for monitoring the Board performance as well as review and advise on improvements to SOEMD's current Corporate Plan, Quarterly and Annual Reporting guidelines.
- v) Advise on the detailed institutional arrangements for the establishment of a regulator, if agreed as an appropriate option for the sector. This should include the Terms of Reference, the institutional arrangements and staffing (taking into account the proposed establishment of a utilities regulator together with the Energy Regulator), any changes to legislation required, and a detailed budget and funding mechanism
- iv) Advise on the need for amendment of the current legislation as pertaining to SWA and provide written documentation of the changes required
- vi) Advise on mechanisms to strengthen the performance orientation of SWA through performance contracts, reporting and monitoring arrangements or changes to existing systems
- vii) Provide advice and recommendations to guide the Government on the implementation of any additional reforms to strengthen the governance arrangements for SWA.
- viii) Advise on long-term strategic options for SWA management and operations considering an increase in potential private sector participation, analyse options and make recommendations at stakeholder participatory workshop.

3. Outputs

The following outputs will be provided by the consultants:

- i. Inception Report with timeframe for activities under the assignment and options to be considered after two weeks. This report must present the finding from the initial review, a

detailed workplan for the remainder for the assignment and a summary of the main options for strengthening governance that the experts propose to consider.

- ii. Draft Final Report executive summary and key recommendations at end week 6 and presentation at stakeholder workshop. This report must be in the form of a written summary of the main findings and recommendations along with a powerpoint presentation of the same for the stakeholder meeting
- iii. Draft Final Report at end of field work assignment taking account of workshop findings and feedback.
- iv. Final Report including Annexes with detailed implementation arrangements within 2 weeks from end of assignment. This report must have detailed recommendations include proposed changes to legislation and detailed costing estimates, terms of reference and administrative set up arrangements for a regulator or other new arrangements as proposed.

4. Experts' Profile

The Government of Samoa is seeking to recruit two experts to undertake this assignment:

A **senior water utilities governance expert** with at least 10 years experience in the water sector working with water utilities and water supply institutional arrangements. Specific experience in designing and implementing institutional reforms, which aim to strengthen governance arrangements for water utilities. Specific experience with the role of the Board of Directors and Regulators for water utilities. Experience in financial and economic performance assessment of water utility providers. Relevant experience in developing countries required, preferably with small island countries and in the Pacific region. Relevant qualification to degree level or higher.

A **qualified lawyer with Samoan language skills** and knowledge of the legal environment relating to public sector bodies in Samoa. Experience in drafting new or amendments to existing legislation in Samoa. Knowledge and experience of working with the Samoan Water Authority and an understanding of the challenges facing provision of utility services in Samoa preferred.

5. Methodology

The experts will work under the overall direction of the ACEO, SOEMD. In addition, the consultant will be required to work in close collaboration with WSCU at the sector level.

The experts will be required to consult with all stakeholders including, SWA, the Minister for Works, Transport and Infrastructure, SWA Board members, Water Sector Coordination Unit, SOEMD, the PFMR Governance TA to SOEMD, the Aid and EPPD in Ministry of Finance, and existing regulators for Energy and Communications.

The experts will present options at a workshop of stakeholders justifying recommendations through reference to experience in other countries.

The experts will provide a debriefing at a workshop for all stakeholders and separately to the Joint Water Sector Steering Committee. Arrangements for the workshop and the JWSSC will be under WSCU.

6. Timeframe.

The work will be undertaken in the period May to end September 2012. The estimated timeframe for this work is 35 working days (7 weeks). The inputs for the senior water

governance expert are estimated at 35 working days and for the legal expert 30 working days. This may be extended if additional work is required.

ANNEX 2

SAMPLE FORMAT OF CURRICULUM VITAE (CV)

Name: _____ (insert as appropriate)

Profession: _____ (insert as appropriate)

Date of Birth: _____ (dd/mm/yyyy) (insert as appropriate)

Nationality: _____ (insert as appropriate)

Membership in Professional Societies: _____ (insert as appropriate)

Key Qualifications:

(Give an outline of experience and training most pertinent to tasks on assignment. Describe degree of responsibility held on relevant previous assignments and give dates and locations. Use about half a page.)

Education:

(Summarize college/university and other specialized education, giving names of institution, dates attended, and degrees obtained. Use about one quarter of a page.)

Employment Record:

(Starting with present position, list in reverse order every employment held. List all positions held since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.)

Languages:

(For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.)

References:

Contact details for two references must be provided

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Signed: _____

Date: _____ (dd/mm/yyyy) (insert as appropriate)

Note Alternative CV formats which include all the above information will be accepted.

ANNEX 3

FINANCIAL QUOTATION

Cost Estimate of Services and Schedule of Rates

1. REMUNERATION

<i>Name</i>	<i>Rate (Samoan Tala or AUD as applicable)* (per working day)</i>	<i>Time spent (number of working days)</i>	<i>Total (Samoan Tala, USD or AUD applicable)*</i>
_____ (insert as appropriate)	_____ (insert no.)		_____ (insert no.)
Taxes (Including VAGST)			
Sub-Total (1)			

* Currency applicable must be clearly indicated.

NOTE: The daily fee rate must be **inclusive of all costs**, medical insurance, professional indemnity insurance, etc, but excluding from VAGST/withholding tax payable in Samoa, per diem and return airfares for the expert for each mission foreseen within the contract. **The fee rates will be based on 5 working days per week. The maximum fee rate allowed is 2,600 SAT.** A separate per diem will be paid for each night spent in Samoa. No fees or per diems will be paid for travel days. The expert will be expected to provide his own laptop computer. Separate funds will be available for training events. **Fees and per diem must be quoted in Samoan Tala or Australian Dollars. The exchange rate of 1 AUD = 2.4 SAT will apply for the evaluation of bids.**

2. REIMBURSABLES

	<i>Rate(Samoan Tala or AUD as applicable) for return flight</i>	<i>Number</i>	<i>Total (Samoan Tala, USD or AUD as applicable)</i>
(a) International Travel (economy class only will be reimbursed) – where required for International Consultants	_____ (insert no.)	1	_____ (insert no.)
(b) Per diem* (payable for each night spent in Samoa)	400 Samoan Tala		SAT
Sub-total (2)			

* The per diem rate approved by the Government is 400 SAT per day only payable for international experts not resident in Samoa.

3. **TOTAL COST** (*Samoan Tala /AUD as applicable*)* _____ **(insert number)**

Signed: _____

Date: _____ (dd/mm/yyyy) **(insert as appropriate)**

ANNEX 4

DECLARATION OF ELIGIBILITY

I, the undersigned, (being the authorised signatory of the tenderer in case of a company), offer to provide the services requested on the basis of the documents making up the RFQ along with my/our offer of services to the best of my/our ability. I declare that I am/ we are fully eligible to undertake this contract as per the requirements set out in Article 2 of the RFQ.

- I recognise that my/our offer will be excluded if we propose expert(s) who have been involved in preparing this project or engage such personnel as advisers in the preparation of my/our offer and that I/we may also be subject to exclusion from other tender procedures and contracts funded by the Government of Samoa.
- We have a valid business license (in case of firms applying)
- I/ we are free from insolvency, bankruptcy, or similar status.
- I/we have legal capacity to enter into contract.
- I/we have an adequate record of business integrity and ethics
- I / we have not been excluded pursuant to Part IX of the Tender Board Guidelines for Procurement (available on the Ministry of Finance Web site: <http://www.mof.gov.ws/Services/Procurement/tabid/5587/language/en-US/Default.aspx>)
- I / we have not been convicted within the last year of, or currently under indictment for, a criminal offence involving corruption or other misconduct reflecting a lack of suitability to participate in procurement.
- I / we have no actual or potential conflict of interest. Should a conflict of interest arise during the course of contract implementation I/ we will immediately inform the contracting authority and will take whatever course of action is recommended.

Yours faithfully,

Signed:

Date:

Name:

ANNEX 5

DRAFT CONSULTANCY CONTRACT – CONDITIONS OF CONTRACT
(“PLEASE NOTE THAT this Draft Consultancy Contract is subject to change(s) before execution by both parties”)

CONSULTANCY CONTRACT

Between

THE GOVERNMENT OF THE INDEPENDENT STATE OF SAMOA

(the Principal)

and

.....

(the Consultant)

..... 2012

THIS CONTRACT is made on the day of2011

PARTIES: THE GOVERNMENT OF THE INDEPENDENT STATE OF SAMOA acting by and through the Honourable Minister of Finance, (in this Contract referred to as “the Principal”),

AND THE CONSULTANT

PURPOSE: A. The Principal has engaged the Consultant to perform the services set out in Item A of the Schedule (“Consultancy Services”).

B. The Principal and the Consultant (collectively “the Parties”) have agreed for the Consultant to perform the Consultancy Services in accordance with the terms and conditions of this Contract.

NOW THEREFORE, the Parties agree as follows:

CONDITIONS OF CONTRACT

1. INTERPRETATION

1.1 In this Contract, unless the contrary intention appears:

- Contract** means this document and all Schedules attached to it and is the Contract under which the Consultancy Services are to be provided to the Principal by the Consultant;
- Consultancy Services** means the services set out in Item A of the Schedule;
- Confidential Information** means information that:
(a) is by its nature confidential;
(b) is designated by the Principal as confidential; or
(c) the Consultant knows or ought to know is confidential;
and includes information concerning the processes and policies, commercial operations, financial arrangements or affairs of the Principal, the terms of this Contract, information which identifies or relates to customers of the Principal, records, but excludes information that is publicly known other than as a result of the Consultant’s breach of this Contract and excludes information lawfully in the possession of the Consultant through a source other than the Principal.
- Contract Material** means any material forming part of or constituting a deliverable or output that is created, written or otherwise brought into existence by or on behalf of the Consultant in the course of performing the Consultancy Services (New Contract Material); and
any material that exists at the Commencement Date and is incorporated into a deliverable or output (Existing Contract Material);
- Consultancy Fee** means the total amount payable to the Consultant for the provision of the Consultancy Services and is set out in Item D of the Schedule;
- Consultant** means the person or body party to this Contract engaged to perform the Consultancy Services and includes officers, employees, agents and authorized subcontractors (and their employees and agents) utilized by the Consultant

Delegate	means the Principal’s representative for the purposes of the Contract and is set out in Item E of the Schedule;
Deliverable	means any document, piece of equipment, data or other creation required to be delivered to the Principal in order to complete the performance of the Consultancy Services;
Document	includes: <ul style="list-style-type: none"> (a) any paper or other material on which there is writing; (b) any paper or other material on which there are maps, figures, symbols or perforations to interpret them; and (c) any article or material from which sounds, images or writings are capable of being reproduced with or without the aid of any other article or device;
Intellectual Property	Is the complete range of intangible property rights including all copyright (including rights in relation to phonograms and broadcasts), all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including Project marks), registered designs, and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields whether created before, on or after the commencement of the Contract;
Parties	Means the Principal and the Consultant;
Person	Includes a body corporate;
Time Frame	means the period within which the Consultancy Services must be provided and is set out in Item C of the Schedule;
Writing	means any representation of words, figures or symbols capable of being rendered in a visible form.

1.2 In this Contract, unless the contrary intention appears:

- (a) words importing a gender include any other gender;
- (b) words in the singular include the plural and words in the plural include the singular;
- (c) clause headings are inserted for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;
- (d) words importing persons include a body whether corporate or otherwise;
- (e) all monetary references are to **[insert currency]** unless another currency is specified;
- (f) a reference to any legislation includes any subordinate legislation made under it and any legislation amending, consolidating or replacing it;
- (g) a reference to “consent” or “approval” means prior written consent or prior written approval;
- (h) if any expression is defined, other grammatical forms of that expression will have corresponding meanings.

1.3 This Contract records the entire agreement and understanding between the Parties in relation to its subject matter and supersedes all previous agreements and undertakings with respect thereto.

- 1.4 If the Consultant comprises two or more persons, this Contract will bind them jointly and severally.
- 1.5 No variation of this Contract is binding unless it is agreed in writing between the Parties.
- 1.6 Any reading down or severance of a particular provision does not affect the other provisions of this Contract.

2. EVIDENCE OF CONTRACT AND PRECEDENCE

- 2.1 The terms of the Contract between the Principal and the Consultant are those appearing in:
- (a) The Conditions of Contract; and
 - (b) The Schedule to the Contract.
- 2.2 In the event of any inconsistency between the conditions of Contract and the Schedule to the Contract, the Conditions of Contract shall prevail.
- 2.3 The Contract:
- (a) constitutes the entire agreement between the Parties in this matter; and
 - (b) supersedes all prior representations, agreements, statements and understandings, whether verbal or in writing.

3. PROVISION OF CONSULTANCY SERVICES

- 3.1 The Consultant agrees to:
- (a) perform the Consultancy Services with all skill, care and diligence and in an efficient and professional manner in accordance with the terms of the Contract;
 - (b) provide the Contract Material as part of the Consultancy Services;
 - (c) deliver the Deliverables as part of the Consultancy Services;
 - (d) comply with the Time Frames for the performance of the Consultancy Services specified in Item C of the Schedule; and
 - (e) liaise with the Delegate and provide any information the Delegate or the Principal through the Delegate may reasonably require and comply with any reasonable request made by the Delegate related to the Consultancy Services.

4. PAYMENT FOR CONSULTANCY SERVICES

- 4.1 The Principal agrees to pay to the Consultant the Consultancy Fee set out in Item D of the Schedule. The Principal shall make payment to the Consultant in accordance with the terms set out in Item D of the Schedule.
- 4.2 The Contract is subject to taxation in Samoa, namely value added goods and services tax (VAGST) and withholding tax. The Consultant is responsible for checking with the Ministry of Revenue as to requirements. The Principal reserves the right to exclude the value of the tax(es) charged by the Consultant on the Consultancy Fee from any payments made under this Contract and pay these direct to Ministry of Revenue.

- 4.3 The Consultant acknowledges that the Consultancy Services must be wholly completed in accordance with the Contract before the Consultant becomes entitled to any payment under the Contract.
- 4.4 The Principal shall make payment to the Consultant within 14 days after receipt of a correctly rendered invoice.
- 4.3.1 An invoice is correctly rendered if:
- (a) the amount claimed and specified in the invoice is due for payment and is correctly calculated in accordance with the Contract;
 - (b) it correctly identifies the Consultancy Services provided and for which payment is claimed;
 - (c) it includes sufficient detail to allow the Principal to assess progress against any milestones set out in Items C and D of the Schedule;
 - (c) it is correctly addressed to the Principal;
- 4.3.2 Any approved Reimbursable Expenses claimed must be separately itemised.
- 4.3.3 The Delegate will notify the Consultant within seven (7) days after the receipt of an invoice found not to be correctly rendered.
- 4.3.4 If an invoice is found, after the Principal has paid the invoiced amount to the Consultant, not to have been correctly rendered, the Principal will, as the case requires:
- (a) pay any amount owed to the Consultant within 30 days of receipt of a correctly rendered invoice; or
 - (b) deduct any amount owed to the Principal from the next invoiced payment or, if no other payment is due to the Consultant pursuant to this Contract, recover the amount from the Consultant as a debt due to the Principal.
- 4.5 Without derogating from any other right the Principal may have, the Principal may be entitled to defer payment of the Consultancy Fee or any part thereof until the Consultant has completed the Consultancy Services to the satisfaction of the Principal. In such event, the Consultant will promptly provide (or provide again) without any additional cost to the Principal, any part of the Consultancy Services that are certified by the Delegate as not having been completed or performed to his/her satisfaction and the Principal may, without limiting any other rights it may have, defer payment for that part of the Consultancy Services until the Delegate is satisfied that the Consultancy Services have been provided (or provided again) in accordance with the Contract.
- 4.6 Payment of any amount to the Consultant will not constitute an admission by the Principal that the Consultancy Services have been properly provided in accordance with the Contract.

5. PERSONNEL AND SUBCONTRACTORS

- 5.1 The Consultant agrees not to subcontract to, or employ any other person the performance of any part of the Consultancy Services without prior written approval of the Principal. The Consultant further agrees not to recruit or attempt to recruit staff, employees from amongst the Principal's personnel.
- 5.2 The Consultant will not allow its key personnel to delegate any part of the Consultancy Services for which they have been engaged. Nor will the Consultant allocate tasks not connected with the Consultancy Services to any of its key personnel who are engaged on the Consultancy Services, until the Consultancy Services allocated to that person have been completed to the satisfaction of the Principal.
- 5.3 The Consultant shall not make any changes in the personnel agreed under the terms of the Contract without notifying the Principal, which may oppose such a change on the basis of the Contract. The Consultant on its own initiative must propose a replacement if it becomes necessary to replace a member of the Consultant's personnel for reasons outside the Consultant's control. Where a member of the Consultant's personnel must be replaced, the replacement must possess at least equivalent qualifications and experience, and remuneration to be paid to the replacement cannot exceed that

received by the member who has been replaced. Additional costs incurred by the replacement of the member are the responsibility of the Consultant.

- 5.4 The Consultant shall, in all dealings with its labour and labour of its subcontractors (if any) connected to the Contract, pay due regard to all relevant labour laws applicable to the Consultant's personnel (and subcontractors personnel) including laws relating to their health, safety and welfare. The Consultant shall also pay due regard to official public holidays and locally recognised days of rest in Samoa. If and when the Consultant considers it necessary to carry out services during these days so as to meet Due Dates and requests the Principal's consent thereto, the Principal shall not unreasonably withhold such consent.

6. RESPONSIBILITY OF CONSULTANT

- 6.1 The Consultant agrees to be fully responsible for the performance of the Consultancy Services and for ensuring compliance with the requirements of this Contract, and will not be relieved of that responsibility because of any:

- (a) involvement by the Principal and/or Delegate in the performance of the Consultancy Services;
- (b) payment made to the Consultant on account of the Consultancy Services;
- (c) subcontracting or employing of any other person to perform the Consultancy Services.

7. RESPONSIBILITY OF THE PRINCIPAL

- 7.1 Employees and staff of the Principal shall make themselves available to the Consultant during work hours to be interviewed in relation to the Consultancy Services.
- 7.2 The Principal shall grant access to the Consultant to view any data or information reasonably required by the Consultant in relation to the Consultancy Services.
- 7.3 The Principal shall assist the Consultant with arranging for consultation meetings with stakeholders for the purposes of the Consultancy Services.

8. INTELLECTUAL PROPERTY IN CONTRACT MATERIAL

- 8.1 Intellectual Property in all New Contract Material vests or will vest in the Principal in accordance with the Contract and the requirements set out in Items F and G of the Schedule. The Consultant agrees to be liable should there be a time lapse between commencement of the Consultancy Services and the date of the Contract to ensure that Material produced in that period is not pre-existing Material, in respect of which the Intellectual Property does not vest in the Principal. Intellectual property rights in records supplied to the Consultant by the Principal for reproduction or guidance remains vested in the Principal.
- 8.2 Title to and intellectual property rights in all New Contract Material, including each and every stage of design and production of it, will upon its creation be transferred to the Principal without need for further assurance. Otherwise, the Consultant agrees to bring into existence, sign, execute or otherwise deal with any document, which may be necessary or desirable to give effect to Clause 8.
- 8.3 This Contract does not affect intellectual property rights in Existing Contract Material but the Consultant grants, and will ensure that relevant third parties grant, to the Principal a paid up non-exclusive, non-transferable licence:
- (a) to use, reproduce and adapt for its own use; and
 - (b) to perform any other act with respect to copyright; and

- (c) to manufacture, sell, hire or otherwise exploit a product or process or to provide a service or to licence a third party to do any of those things in respect of,

the Existing Contract Material but only as part of the Contract Material (and any further development of that material). The Consultant warrants that the Contract Material, excluding existing contract material, will not infringe any Intellectual Property rights including those of any third party.

8.4 Any Deliverable, studies, reports or other material, prepared by the Consultant for the Principal under this Contract shall remain the property of the Principal. The Consultant may retain a copy of such Material. Any disclosure or use of the Contract Material for purposes outside the Project is subject to approval from the Principal.

8.5 Upon the expiration or earlier termination of this Contract, the Consultant will deliver to the Principal all records, contract material and all copies of it, and if necessary, transfer or have transferred any intellectual property rights to the Principal.

8.6 This Clause 8 shall survive termination or expiration of the Contract.

9. DISCLOSURE OF INFORMATION

9.1 The Consultant agrees not to disclose to any person, other than its employees, officers, subcontractors and agents (to the extent necessary for the performance of the Consultancy Services) and the Principal, any Confidential Information relating to this Contract or the Consultancy Services without prior approval from the Principal.

9.2 The Principal may impose any conditions or restrictions it considers appropriate when giving its approval under Clause 9.1.

9.3 The Principal may at any time require the Consultant to give, and to arrange for his officers, employees, agents and subcontractors engaged in the performance of the Consultancy Services to give, prompt undertakings in writing in a form required by the Principal, relating to the non-disclosure of Confidential Information.

9.4 The obligations on the Consultant under Clause 9 will not be taken to have been breached where the information referred to is legally required to be disclosed.

9.5 The Consultant shall immediately notify the Principal if it becomes aware of a breach of this Clause 9 or if a disclosure of Confidential Information is required by law.

9.6 The obligations under Clause 9 shall survive the expiration or termination of this Contract.

10. COMPLIANCE WITH LAW

10.1 The Consultant agrees, in carrying out this Contract, to comply with all relevant laws of Samoa.

11. CONFLICT OF INTEREST

11.1 The Consultant warrants that, to the best of its knowledge after making diligent inquiry, at the date of commencement of the Consultancy Services that no conflict with the interests of the Principal exists or is likely to arise in the performance of the Consultancy Services.

- 11.2 If, during the performance of the Consultancy Services, a conflict of interest arises, or appears likely to arise, the Consultant agrees to:
- (a) notify the Principal immediately in writing;
 - (b) make full disclosure of all relevant information relating to the conflict or apparent or likely conflict;
and
 - (c) take such steps as the Principal may reasonably require to resolve or otherwise deal with the conflict.
- 11.3 If the Consultant does not notify the Principal or is unable or unwilling to resolve or deal with the conflict as required under this Clause, the Principal may terminate this Contract in accordance with the provisions of this Clause or Clause 15.

12. INDEMNITY

- 12.1 The Consultant agrees to indemnify the Principal from and against any:
- (a) liability incurred by the Consultant in the performance of the Consultancy Services;
 - (b) loss of or damage to property of the Principal caused by the Consultant, his officers, employees, agents or subcontractors;
 - (c) loss or expense incurred by the Principal in dealing with any claim against it including legal costs and expenses resulting from any act or omission by the Consultant, his officers, employees, agents or subcontractors in connection with this Contract;
 - (e) any breach by the Consultant of his obligations under this Contract, including any loss or damage attributable to any such breach; and
 - (f) any use or disclosure by the Consultant, his officers, employees, agents or subcontractors of Confidential Information held by him or them or controlled by him or them in connection with this Contract.
- 12.2 The Consultant's liability to indemnify the Principal under sub-clause 12.1 will be reduced proportionately to the extent that any negligent act or omission of the Principal contributed to the relevant liability, loss or damage.
- 12.3 The obligations under Clause 12 shall survive the expiration or termination of this Contract.

13. INSURANCE

- 13.1 The Consultant agrees, for so long as any obligations remain in connection with this Contract, to take out and maintain in effect the insurance specified in Item H of the Schedule for all the Consultant's obligations under this Contract, including those which survive the expiration or termination of the Contract.
- 13.2 The identity of the insurers and the form of the policies shall be subject to the approval of the Principal, such approval not to be unreasonably withheld.

14. DISPUTE RESOLUTION

- 14.1 The Parties agree that any dispute arising during the course of this Contract will be dealt with as follows:
- (a) first, the Party claiming that there is a dispute will send to the other a notice setting out the nature of the dispute;

- (b) secondly, the Parties will try to resolve the dispute by direct negotiation, including by referring the matter to persons who may have authority to intervene and direct some form of resolution;
- (c) thirdly, the Parties have 30 working days from the sending of the notice under (a) to reach a resolution or to agree that the dispute will be submitted to mediation or some other form of alternative dispute resolution procedure; and
 - (d) lastly, either party may commence legal proceedings if:
 - (i) there is no resolution or agreement; or
 - (ii) there is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within 30 working days of the submission, or such extended time as the parties may agree in writing before the expiration of the 30 working days.

- 14.2 Where a matter becomes a dispute in accordance with Clause 14, either party may, within 48 hours notice to the other party, suspend the performance of the Consultancy Services until such time as the dispute is resolved. The Parties, however, may agree to waive suspension and may continue, to the extent possible, to implement those parts of the Contract unrelated to the dispute.
- 14.3 Clause 14 does not apply to either party commencing legal proceedings for urgent interlocutory relief.

15. TERMINATION OF CONTRACT

- 15.1 The Principal may, at any time by notice, terminate or reduce the scope of this Contract immediately.
- 15.2 Upon receipt of a notice of termination or reduction under subclause 15.1 the Consultant agrees to:
 - (a) stop work as specified in the notice;
 - (b) take all available steps to minimise loss resulting from the termination or reduction and to protect Contract Material; and
 - (c) continue work on any part of the Consultancy Services not affected by the notice.
- 15.3 Where there has been a termination under subclause 15.1, the Principal shall be liable only for:
 - (a) payments under Item A and D of the Schedule for services rendered before the effective date of termination; and
 - (b) reasonable costs incurred by the Consultant which are directly attributable to the termination.
- 15.4 In relation to any payment under subclause 15.3(b), the Principal shall not be liable to pay an amount which would, in addition to any amounts paid or due, or becoming due, to the Consultant under this Contract, together exceed the costs set out in Item D of the Schedule.
- 15.5 The Consultant shall not be entitled to any compensation for termination or reduction under this Clause, including any compensation for loss of prospective profits.
- 15.6 Upon termination of this Contract, all monies which has been paid and all money to be paid for work and services done prior to the date of termination will be in full and final satisfaction of claims by the Consultant under this Contract.

16. TERMINATION FOR DEFAULT

- 16.1 Where a party fails to satisfy any of its obligations under this Contract, the other party may give notice requiring that the failure be remedied within a period of fourteen (14) days and if not remedied within that time, may terminate the Contract immediately.

17. FORCE MAJEURE

- 17.1 "Force Majeure" refers to any event, including, but not limited to, wars, strikes, epidemics, civil disturbances, natural disasters or inclement weather, that is unforeseeable and beyond the reasonable control of either Party, the occurrence and effect of which is unavoidable and insurmountable.
- 17.2 Should a Party, due to the occurrence of Force Majeure, fail to perform this Contract in full or in part, such Party shall, in light of the effect of the Force Majeure, be exempted from all or some of its responsibilities hereunder.
- 17.3 Should a Party fail to perform on time its duties under this Contract and subsequently Force Majeure were to occur, such Party shall not be exempted from any of its liabilities hereunder as a result of its failure to perform said duties.
- 17.4 Should a Party be unable to perform this Contract as a result of Force Majeure, it shall inform the other Party, as soon and as quickly as possible following the occurrence of such Force Majeure, of the situation and the reason(s) for the nonperformance, so as to minimize any losses incurred by the other Party as a consequence thereof.
- 17.5 The Party affected by Force Majeure may suspend the performance of its obligations under this Contract until any disruption resulting from the Force Majeure has been resolved. However, such Party shall make every effort to eliminate any obstacles resulting from the Force Majeure, thereby minimizing to the greatest extent possible its adverse effects, as well as any resulting losses.
- 17.6 If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than thirty (30) days or an aggregate period of more than sixty (60) days on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which either party may terminate the Contract by giving a notice to the other.

18. NEGATION OF EMPLOYMENT, PARTNERSHIP AND AGENCY

- 18.1 The relationship of the Consultant to the Principal is that of independent contractor and nothing contained herein shall be construed as creating any other relationship. The Consultant agrees not to represent himself, and to use his best endeavours to ensure that his officers, employees, agents and subcontractors do not represent themselves, as being an officer, employee, partner or agent of the Principal, or as otherwise able to bind or represent the Principal.
- 18.2 The Consultant is not by virtue of this Contract an officer, employee, partner or agent of the Principal, nor does the Consultant have any power or authority to bind or represent the Principal.

19. WAIVER

- 19.1 If a party does not exercise (or delays in exercising) any of its rights, that failure or delay does not operate as a waiver of those rights.
- 19.2 A single or partial exercise by a party of any of its rights does not prevent the further exercise of any right.
- 19.3 In Clause 19, 'rights' means rights or remedies provided by this Contract or at law.

20. ASSIGNMENT AND NOVATION

- 20.1 The Consultant cannot assign its obligations, and agrees not to assign its rights, under this Contract without, in either case, prior written approval from the Principal. Any attempted assignment without such approval shall be null and void.

- 20.2 The Consultant agrees not to consult with any other person for the purposes of entering into an arrangement that would or could require novation of the Contract without first consulting with and obtaining the written approval of the Principal.
- 20.3 This Contract shall inure to the benefit of and be binding on the respective successors, representatives and assigns of the Consultant.

21. APPLICABLE LAW

- 21.1 The Contract shall be governed by and construed in accordance with the laws in force in Samoa.

22. NOTICES

- 22.1 Any notice, request or other communication to be given under this Contract is to be in writing and dealt with as follows:
- (a) if given by the Consultant to the Principal – marked for the attention of the Delegate at the address indicated in Item I of the Schedule; or
 - (b) if given by the Principal to the Consultant – signed by the Delegate and marked with the address indicated in Item J of the Schedule.
- 22.2 Any notice, request or other communication is to be delivered by hand or sent by pre-paid post or transmitted electronically, and if it is sent or transmitted electronically a copy is to be sent to the addressee by pre-paid post.
- 22.3 A notice, request or other communication shall deemed to be received:
- (a) if delivered by hand, upon delivery;
 - (b) if sent by pre-paid post, upon the expiration of 2 working days after the date on which it was sent; and
 - (c) if transmitted electronically, upon receipt by the sender of an acknowledgment that the communication has been properly transmitted to the recipient.

23. SKILLS TRANSFER

- 23.1 The Consultant shall use its best endeavours to impart skills and to instruct the Principal's employees with whom the Consultant has contact in the performance of the Consultancy Services, with a view to increasing and consolidating the skills base within the Principal's Human Resources Division.

24. SECURITY AND ACCESS

- 24.1 The Consultant will, when using the Principal's premises or facilities, comply with all rules, directions and procedures including those relating to security and to workplace health and safety in effect at the premises or in regard to the facilities notified to the Consultant by the Principal.

- 24.1 The Consultant will give the Delegate, and any other persons authorized in writing by the Principal, reasonable access to premises occupied by the Consultant where the Consultancy Services are being undertaken and will permit them to inspect any Contract Material or other Material related to the Consultancy Services.

- 24.2 The Delegate and any other person authorized by the Principal, when at the Consultant's premises will comply with all rules, directions and procedures including those relating to security and to workplace health and safety in effect at the premises or in regard to the facilities as notified by the Consultant to the Principal.

25. COUNTERPARTS

25.1 The parties may execute this Contract in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other parties. This clause shall not apply if counterparts not required.

A. ITEM A - THE SERVICES (see clauses 1.1 and 3.1)

A1. The services to be provided by the Consultant are as follows

Terms of Reference

A2. Provision of the services shall be in conformity with the Principal's Terms of Reference set out in A1 above and the Consultant's Proposal herein attached unless the parties agree in writing to vary any of the provisions therein:

[INSERT TERMS OF REFERENCE]

A2.1 Consultants Technical Proposal/Non-Price Terms

A2.2 Consultants Financial Proposal/Financial Terms

B. Required Contract Material (see clauses 1.1 and 3.1)

The Consultant shall provide to the Principal the following materials if not already stated in the Terms of Reference above:

- 1)
- 2) **[INSERT DELIVERABLES/REPORTS/OUTPUTS etc]**
- 3)
- 4)

C. Time-frame (see clauses 1.1 and 3.1)

The Consultancy Services are expected to commence on2011 and must be completed by2011.

Activity	Timeframe	Outcomes	Due Dates

The Contract Material is due in accordance with the following table:

Contract Material	Timeframe	Outcomes and due dates
[Insert Deliverables/Outputs in line with B. Required Contract Material above]		

D. Payment of Consultancy Fee (see clauses 1.1 and 4.1)

D1. Consultancy Fee

Consultancy Fee	(state currency)
Fee per day	\$
Total fee for days (VAGST exclusive)	\$
VAGST portion	
Total Fee (VAGST inclusive)	\$

The total Consultancy Fee shall be \$..... inclusive of VAGST. The Consultancy Fee shall be paid in accordance with the following Milestone chart:

Activity	Outcomes and due dates	Payment Conditions
Activity 1		% of Consultancy Fee

Activity 2		% of Consultancy Fee
Activity 3....		% of Consultancy Fee

Each payment shall be made within fourteen (14) working days of the submission by the Consultant of an invoice correctly identifying the Principal and indicating the outcome to which the payment relates as approved by the Principal. Payment to be made to **Samoa domiciled bank account** the details of which the Consultant will provide the Principal prior to execution of the Contract.

D2. Reimbursable Expenses/Allowances (non-resident consultant)

The following reimbursable expenses items are to be billed to the Principal at Consultant's actual direct cost. At no event shall the expenses exceed the limits prescribed below without the prior written approval of the Principal. The Consultant shall provide all documentation needed to justify payment (including legible receipts, invoices and other explanatory details) before any payments made. The Principal will not be liable to reimburse the Consultant for expenses other than those approved by the Principal.

<i>Description</i>	<i>Unit</i>	<i>Unit Price in (currency)</i>
1. Per diem allowance (payable for each night spent in Samoa)	day	
2. International Flights (economy class)	Flight	
	Return	

E Delegate (see clauses 1.1 and 3.1)

The Delegate has responsibility under the Contract for general liaison with the Consultant, supervising the Consultant's performance, approving payment of the Consultant's costs (if applicable), and accepting and issuing any written notification under the Contract. The Principal reserves the right to cancel or modify, within the terms and conditions of this Contract, any approach or activity of the Consultant in relation to this consultancy that the Principal requires to ensure that such approach or activity is in line with the objectives of the Contract.

The Delegate is:

F. Use of Contract Material (see clause 8)

The Consultant shall ensure that New Contract Material used, including title to and ownership of intellectual property, shall vest upon its creation in the Principal. On the completion or earlier termination of the Contract, the Consultant shall deliver to the Principal all Contract Material. The Consultant shall ensure that the Contract Material is used, copied, supplied or reproduced only for the purposes of the Contract.

G. Existing Material (see clause 8)

The Consultant shall inform the Principal of any pre-existing Contract Material for which Intellectual Property is *not* to vest in the Principal. This would arise typically in relation to Material owned by the Consultant,

although it may also arise in relation to Material owned by a third party. The Consultant must grant or procure the grant to the Principal of a licence to use the Material in the terms set out in Clause 8.

H. Insurance (see clause 13.1)

In accordance with the provisions of Clause 13.1 the Consultant shall at its expense take out and maintain in effect, during the performance of the Contract and while the Contract remains valid, the insurances set forth below in the sums and with the conditions specified.

H1. Professional indemnity insurance - Covering any damage or loss suffered by the Principal as a result of the Consultant's negligence in the performance of the Consultancy Services. The Consultant shall ensure that run-off coverage is added to the policy. The Consultant shall inform the Principal if it switches insurers, cancels the policy or allows the policy to lapse.

- Coverage amount – Value of the Consultancy Fee plus 30%
- Deductible Limit – 10% of the coverage amount

H2. Third Party liability insurance – Covering bodily injury or death suffered by third parties (including the Principal's personnel), and loss of or damage to property (including the Principal's property) occurring in connection with the provision of the Consultancy Services.

- Coverage amount – SAT\$500,000
- Deductible Limit – SAT\$25,000

I. Principal's Address for Notices (see clause 22.1)

[INSERT ADDRESS]

J. Consultant's Address for Notices (see clause 22.1)

The Consultant's Address for Notices is:

[INSERT ADDRESS]

IN WITNESSTH THEREOF:

SIGNED by **the PRINCIPAL**)
)
)

In the presence of:

.....
Signature

.....
Full Name and Occupation

SIGNED by **[INSERT NAME SIGNATORY]**)
of the Consultant **[INSERT NAME CONSULTANT]**)
for and on behalf of the Consultant:)

In the presence of:

.....
Signature

.....
Full Name and Occupation