

**CONSULTANCY AGREEMENT**  
**PROGRAM EVALUATION**

**Made on the 29 November 2021**

**GADC Contract Manager**

**Name:** Eng Chandy, Executive Director GADC  
**Address:** #39B, St. 608, Sangkat Boeungkak II, Khan Toulkok, Phnom Penh  
**Email address:** eng.chandy@gadc.org.kh  
**Telephone number:** +855 095 797 909

**The Service Provider**

**Name:** Chean Siven  
**Represent:** Web Developer  
**Address:** No5, P14 , Borey peng huoth the star premier, phnom penh  
**Email address:** cheansiven@gmail.com  
**Telephone number:** +85592657070  
**ID number/Passport number:** 250049725

The Service Provider is referred to as “**You**” throughout this Agreement which includes your representatives and authorised sub-contractors. Where the contract places an obligation on You, You hereby agree to procure that your representatives and authorised sub-contractors (if any) also comply and You hereby agree and acknowledge that You will be liable for any breach of contract, gross negligence or intent or any other unlawful act by your representatives and authorised sub-contractors (if any).

This Agreement is between **the Provider** and **GADC**, All references to GADC include GADC entities who are members of GADC.

**1. SERVICES AND RESPONSIBILITIES**

**1.1 You hereby agree to:**

- (a) perform the services set out in the Technical & Financial Proposal (“the Proposal”) as attached, from **29<sup>th</sup> November to 27<sup>th</sup> December** with specific working schedules in the below work plan, and the other terms and conditions of this Agreement.
- (b) You will perform the Services in accordance with the implementation schedule specified in the Proposal which is attached to this Agreement (see Annex 1), beginning from the date of signing of this contract and comprising a total of **30 (thirty) days**.
- (c) You are responsible for ensuring that You have the necessary human resources, equipment and documentation to undertake the Services.
- (d) You are responsible for making all travel arrangements necessary to deliver the product and to consult with GADC.

1.2 **GADC** hereby agrees to:

- (a) Provide necessary time and documents for discussion and consultation and gathering the requirements.
- (b) Make time to approve submitted artwork, with a maximum of two times to request changes.
- (c) Pay You in accordance with the fees and schedule outlined in this contract.
- (d) Maintain communication with you and provide timely feedback and answer questions.

## 2. **FEES**

2.1 The agreed fee as full remuneration for the Services under this Agreement shall be a gross fee of **USD \$5,294.11 (US Dollars Five Thousand Two Hundred Ninety Four and Elevent Cents Only)**. GADC is legally obliged to withhold the tax of this consultancy fee by 15%, equal to **USD \$794.11**. Therefore, you will get a net payment of **USD \$4,500**. If wire transfer, the bank service fees is covered by the provider. Payment shall made by cheque to the following information:

- Name: Chean Siven

- Khmer Name: ឆាន់ ស៊ីវេន

2.2 The payment for this service is made at the schedule one-time after completing service:

Percentage	Gross Amount	Withholding Tax 15%	Net Amount
100%	\$5,294.11	\$794.11	<b>\$4,500</b>
<b>Total</b>			<b>\$4,500</b>

2.3 Payment of the agreed fee shall be staged on satisfactory delivery of the Services and product in accordance with the work plan below. GADC will pay such invoices within 5 days after acceptancing the invoices.

2.4 An invoice should be submitted to the Contract Manager one week prior to the payment schedule.

2.5 GADC will pay for the Services to be performed by You on the basis set out in the Proposal attached to this Agreement.

2.6 In the event of early termination of this Agreement, GADC is entitled to deduct and/or set off from any sums payable to You any sums that You may owe GADC at any time throughout the duration of this Agreement.

### 3. **WORK PLAN**

Module/Task (Website Development)	M1	M2
● Consultation with client for gathering the requirements	✓	
● Template design and customization with creative concepts	✓	
● Website development & Technology selection	✓	
● Data analysis and design (including the database design)	✓	
● Implementation	✓	✓
● Unit testing and debugging		✓
● Integration testing and delivery		✓
● Training to users		✓
● Finish and hand-over the work		✓

### 4. **CONFIDENTIAL INFORMATION**

- 4.1 You shall not use or disclose to any person during or at any time after termination of this Agreement any information relating to GADC's business and operations or any other matters which may come to your knowledge while performing the Services, and which may reasonably be regarded as confidential (**Confidential Information**). You further undertake to use all Confidential Information disclosed under this Agreement exclusively for the purposes of performing the Services.
- 4.2 The restriction in clause 4.1 does not apply to:
- (a) any disclosure for the proper performance of the Services under this Agreement, in which event You may only disclose Confidential Information if You have first obtained consent in writing from GADC; or
  - (b) any information which was already or becomes available in the public domain without breach of this Agreement.

### 5. **INTELLECTUAL PROPERTY**

- 5.1 You warrant that You own or will own all materials, including any and all intellectual property rights in such materials, produced by You in the performance of the Services under this Agreement, and that such materials produced are original, shall not be defamatory, and shall not infringe the intellectual property rights, ownership rights or any other rights of any third party or be in any way unlawful. You shall indemnify GADC against all costs and damages that arise as a result of any infringement or alleged infringement of such rights.
- 5.2 If You make use of the services of any third party, You will procure an assignment of intellectual property rights and waiver of moral rights or similar rights from such third party in respect of all materials produced in the performance of the Services under this Agreement at no cost to GADC, unless You agree otherwise with GADC.
- 5.3 You hereby assign to GADC all existing and future intellectual property rights in materials produced in the performance of the Services under this Agreement. You will do, at GADC's reasonable cost, all acts that may be necessary to give effect to this assignment.

5.4 You irrevocably waive in favour of GADC all moral rights or similar rights in any jurisdiction which You have or will have in any materials produced in the performance of the Services under this Agreement.

5.5 Neither You nor GADC shall acquire any right, title or interest in the other's pre-existing intellectual property rights, and as such, any and all intellectual property rights owned by either party prior to the beginning of the performance of the Services shall remain the property of such party.

## **6. DISCRIMINATION AND DIGNITY AT WORK**

6.1 You shall treat all employees, agents and contractors of GADC with respect irrespective of their age, sex, marital status, sexuality, religion, religious belief, colour, race, ethnic or national origin or any disability which they may have and You must not bully, harass or otherwise unlawfully discriminate against any person whilst performing the Services. Consultant needs to strictly follow and obliged with internal policy of GADC on child policy, gender and sexual harrassment policy, environmental policy and whistle blower policy.

## **7. TERMINATION**

7.1 GADC shall be entitled to terminate this Agreement at any time by giving You two (2) week's written notice.

7.2 Either party may terminate this Agreement at any time with immediate effect, without judicial intervention being required, and without any liability for termination or otherwise towards the other party, in the event that:

- (a) the other party is in material breach of any of its obligations under this Agreement and the breach is not capable of remedy or where the breach is capable of remedy, it fails to remedy the breach within 05 days of being requested in writing to do so; or
- (b) Any competent court or authority decides that the legal relationship between the parties qualifies as an employment relationship or deemed employment relationship.

7.3 GADC shall be entitled to terminate this Agreement with immediate effect, without judicial intervention being required and without any liability for termination or otherwise towards You, if in its reasonable opinion You commit any fraud or malicious act or do anything which, in the opinion of GADC, is likely to bring GADC into disrepute.

## **8. DISPUTE RESOLUTION**

8.1 If any dispute - which shall be deemed to exist if one of the parties considers this is the case - arises out of or in connection with this Agreement, the parties will arrange a meeting between authorized representatives of both parties and seek to resolve that dispute in good faith.

## **9. ASSIGNMENT AND SUBCONTRACTING**

9.1 You shall not assign, transfer, charge, subcontract or deal in any other manner with, whether voluntarily or by operation of law, all or any of your rights or obligations under this Agreement to a third party without the prior written consent of GADC.

9.2 GADC may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this Agreement to a third party. GADC shall promptly notify You of any such assignment, transfer, charging or subcontracting.

**10. GENERAL PROVISIONS**

10.1 No variation to this Agreement shall be valid unless it is in writing and signed by an authorized representative of both parties.

10.2 The Schedules annexed to this Agreement form part of this Agreement.

10.3 You hereby acknowledge and confirm that prior to and/or at the date of the entry into this Agreement, You have received and read.

Please sign, date, and return the enclosed copies of this Agreement.

Yours sincerely,

The contents of this letter are agreed  
For and on behalf of GADC

Service Provider Authorised Signatory



Date: November 29, 2021

Date: November 29, 2021

Eng Chandy  
Executive Director  
Gender and Development  
of Cambodia (GADC)

Chean Siven  
Web Developer