**CONSULTANCY AGREEMENT**

**PROGRAM EVALUATION**

**Made on the 02 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: TrustMe Consultancy Service**

**Represent: Mr. Sous Vannoeun**

**Address:** #94, Rumchek4 village, Sangkat Ratanak, Battambang Municipality, Battambang Province, Cambodia.

**Email address:** trustmeconsultancy4@gmail.com

**Telephone number:** +855 012 536 860

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 You and **GADC**, All references to GADC include GADC entities who are members of GADC.

# Services

## You hereby agree to perform the services set out in the Term of Reference as attached, from **November 01, 2021 to December 15, 2021** with specific working schedules in the below work plan, and the other terms and conditions of this Agreement.

## You will perform the Services against the dates specified in the Term of Reference which attached to this Agreement (see Annex 1).

## You are responsible for ensuring that You have the necessary documents to undertake the Services.

## You are responsible for making all travel arrangements, including securing accommodation, necessary to carry out the Services.

# Fees

2.1 The agreed fee as full remuneration for the Services under this Agreement shall be a gross consultancy fee of **USD $ 20,343.53 (Tweenty thousand three hundred fourty three and fifty three cens US Dollars Only).** GADC is legally obliged to withhold tax of this consultancy fee by 15%, equal to USD **$ 3,051.53**. Therefore, you will get a net consultancy fee **USD $17,292.** If wire transfer, the bank service fees is covered by consultant.Payment shall made to the following information:

- Bank name: **ABA**

- Account Name: **SOUS VANNOEUN**

- Account Number: **000 837 770**

2.2 The payment of the consultancy fee is made at the followings:

|  |  |  |  |
| --- | --- | --- | --- |
| **Percentage** | **Amount** | **Witholding Tax** | **Tatal** |
| 50% after agreement | $ 10,171.77 | $ 1,525.76 | **$ 8,646.00** |
| 40% after submission of draft report | $ 8,137.41 | $ 1,220.61 | **$ 6,916.80** |
| 10% after deliver acceptable of final Report | $ 2,034.35 | $ 305.15 | **$1,729.20** |
| **Total** | **$ 20,343.53** | **$ 3,051.53** | **$ 17,292.00** |

2.3 Payment of the agreed fee shall be staged on satisfactory delivery of the Services in accordance with the timescale below **OR** made on satisfactory completion of the assignment to the quality and timescale set out in this Schedule. 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 Term of Reference attached to this Agreement. In the event of early termination of this Agreement.

## 2.6 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.

# Timeline

|  |  |
| --- | --- |
| Tasks | Days |
| Kick off meeting with project team and desk review | W1 |
| Field visit for general observation to select sample area | W1 |
| Prepare relevant tools for field data collection including FGD, KAP, KII, and HHS | W2 |
| Data collection | W3&W4 |
| Data cleaning and analysis | W5 |
| Prepare a presentation of the findings, lists and tables, facts and figures on the base-line and End-line Studies | W5 |
| Finalize the final report after including the comments from GADC staff | W6 |

# Confidential information

## 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.

## The restriction in clause 4.1 does not apply to:

### 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

### any information which was already or becomes available in the public domain without breach of this Agreement.

# Intellectual property

## 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.

## 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.

## 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.

## 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.

## 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.

# Discrimination and Dignity at Work

## 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.

# Termination

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

## 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:

### 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

### Any competent court or authority decides that the legal relationship between the parties qualifies as an employment relationship or deemed employment relationship.

## 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.

# Dispute Resolution

## 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.

# Assignment and subcontracting

## 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.

## 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.

# General provisions

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

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

## 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 03, 2021 |  | Date: November 03, 2021 |
| Eng Chandy |  | SOUS VANNOEUN |
| Executive Director |  | TrustMe Consultancy Service |
| Gender and Development  of Cambodia (GADC) |  |  |