

CONSULTANCY AGREEMENT**THE UNDERSIGNED:**

1. **STICHTING INTERNATIONAL RED CROSS/RED CRESCENT CENTRE ON CLIMATE CHANGE AND DISASTER PREPAREDNESS**, a foundation (*stichting*) incorporated under Netherlands law, registered with the Netherlands Chamber of Commerce Business Register under number 27267681, with its registered office at Anna van Saksenlaan 50, 2593 HT, The Hague, The Netherlands and legally represented by its authorized Director, Maarten van Aalst or Marieke van Schaik, Board Member, hereinafter referred to as: the '**Principal**';

And

- 2.

Name	:	Yacouba Ouedraogo
Date of birth	:	26.12.1992
Email	:	yacouba.ouedraogo@aims-senegal.org
Full address	:	Km2 Route Joal-Centre IRD Mbour BP: 1418 Mbour Sénégal
Phone nr	:	
VAT nr (if applicable)	:	
Emergency contact	:	Mamadou Ouedraogo (Brother)
(name, phone nr., email)	:	+22655674896 <u>OuedraogoISE2016@gmail.com</u>

hereinafter referred to as: the '**Consultant**';

The Principal and the Consultant hereinafter jointly referred to as: the '**Parties**', each individually being a '**Party**'.

WHEREAS:

- A. The Principal is an international non-profit foundation, and a reference centre of the International Federation of Red Cross and Red Crescent Societies ('**IFRC**'), which supports the Red Cross and Red Crescent Movement and its partners in reducing the impacts of climate change and extreme weather events on vulnerable people;
- B. The Principal works on the interface of science, policy and practice;
- C. The Principal assists the network of Red Cross and Red Crescent staff and volunteers and its partners around the world to integrate climate risks into their work. The Principal works in close cooperation with the IFRC, the International Committee of Red Cross and Red Crescent and other Movement actors including the IFRC Secretariat in Geneva;

- D. The Principal requires support with the generation of flood risk maps and analysis on flood impacts for setting up a shock responsive social protection system in Nigeria.
- E. The Consultant is able and in a position to provide the Services requested by Principal as referred to in recital D.;
- F. The Parties seek to record in writing the terms and conditions upon which the Services shall be provided as set out in this consultancy agreement (hereinafter referred to as: the 'Agreement').

DECLARE TO HAVE AGREED AS FOLLOWS:**1. Term and termination of the Agreement**

- 1.1. The Agreement, which is entered into for a definite period of time, shall commence on 02.05.2022 and shall therefore end by operation of law, without the requirement of prior written notice of termination on 13.05 2022. During this period the consultant is expected to spend a maximum of 5 days working on this contract. The number of days can be increased when agreed in writing with the Principal.
- 1.2. The Agreement can only be extended for a mutually agreed new period of time if agreed in writing between the Consultant and the Principal prior to the termination date of this Agreement.
- 1.3. If a Party wishes to prematurely terminate the Agreement, written notice shall be given to the other Party with due observance of a two-month prior written notice requirement.
- 1.4. In case of a premature termination of the Agreement, the Consultant will be paid for time already spent on the project according to the Terms of Reference, and reimbursed for eligible expenses as specified in Article 8. If an advance for expenses has been provided by the Principal and the final expenses are lower than the advance, the Consultant will promptly return the balance to the Principal.

2. Scope of Services & Terms of Reference

- 2.1. As of the date specified in Article 1.1, the Consultant, shall upon request thereto by the Principal provide the following non-exhaustive consultancy services (the 'Services'):
 - analyse publicly available flood impact data and data shared by UNICEF
 - Produce a flood risk map of Kaduna and Nigeriato indicate the areas of highest flood risk
 - Write up the results into a short report (1-2 pages) and incorporate comments/feedback at a later stage of called upon to do so

- Create a short PowerPoint presentation on the results from the flood risk analysis to present to the donors of the study and other stakeholders.
- 2.2. The full scope of Services is set out in Annex 1 to this Agreement (the '**Terms of Reference**').
- 2.3. The Parties explicitly neither intend to conclude an employment agreement, nor to create an employment relationship. The Parties explicitly declare that they attach great importance to the autonomy and independence of the Consultant and that he/she shall implement this in practice, however with due observance of Principal's duty of care towards its working staff wherever located.
- 2.4. The Consultant is free to organise its Services and the timing thereof autonomously and at its own discretion, provided the Services are performed accurately and diligently and in accordance with the Agreement and Terms of Reference relative thereto and in accordance with specific donor requirements.
- 2.5. If, for whatever reason, the Consultant is no longer able to perform the Services, the Consultant shall notify the Principal hereof as soon as possible.
- 2.6. The Parties agree that, subject to the terms and conditions contained herein, additional services to be provided by the Consultant will be agreed upfront in writing between the Parties via execution of an addendum to this Agreement.
- 2.7. Additional services as stipulated in Article 2.6 will be provided by the Consultant for the Service Fee amount as agreed by the Parties in Article 6, unless explicitly agreed differently in writing between the Parties in the addendum as referenced in Article 2.6.
- 2.8. The Parties agree that: (i) the scope, frequency and manner of delivery of the Services detailed herein are subject to periodic review by the Parties; (ii) changes to any of the Services (including the addition or deletion of services) may be made at any time if agreed to by the Parties; and (iii) this Agreement and the Terms of Reference may be amended from time to time according to the terms set out in this Agreement and the annexes hereto.
- 2.9. The Principal, acting through any of its authorized officers, may from time to time inform the Consultant in respect to matters arising under this Agreement, and the Consultant shall follow such information provided this is consistent with the terms and conditions of this Agreement.
- 2.10. At any time, the Consultant may, if it reasonably deems it necessary or appropriate, request instructions from the Principal, within a reasonable period prior to the time

necessary for taking action with respect to any matter contemplated by this Agreement, and may defer action thereon pending receipt of such instructions. Any action taken by the Consultant, its officers, directors, employees, agents or representatives in accordance with the instructions of the Principal, or failure to act by the Consultant pending the receipt of such instructions after request therefore, shall be deemed to be proper conduct within the scope of service authority under this Agreement.

- 2.11. The Consultant may request the use of Principal's tangible and/or intangible fixed assets (e.g. hardware, software, etc.) for the proper performance of the Services. In case the Consultant, for the proper performance of the Services, purchases tangible and/or intangible fixed assets and is reimbursed by the Principal for the pertinent purchase price, the pertinent fixed asset becomes the property of the Principal and subsequently the Consultant is then required to promptly notify the Principal and provide the required documentation for administration of such fixed asset in Principal's fixed asset register. The Consultant shall take good care of such Principal owned fixed assets, and in case of damage or loss the Consultant shall promptly notify the Principal. Upon termination of this Agreement the Consultant shall immediately return to the Principal aforementioned Principal owned fixed assets.

3. Appointment

- 3.1. Subject to the terms and conditions herein, the Principal hereby appoints the Consultant as of the date of execution of this Agreement to provide the Services and as set forth in more detail in the Terms of Reference hereto; and the Consultant accepts the appointment as of the date of execution of this Agreement to perform the Services and as set forth in more detail in the Terms of Reference hereto.
- 3.2. The Consultant shall not have authority to conclude contracts in the name or on behalf of the Principal. The Consultant may not bind the Principal in any respect.
- 3.3. The relationship of the Principal and the Consultant established by this Agreement is that of independent contractors. Nothing contained in this Agreement shall be construed to (i) give a Party the power to direct and control the day-to-day activities of the other, (ii) constitute an employee/employer relationship between the Parties, or (iii) allow a Party to create or assume any obligation on behalf of the other for any purpose whatsoever.
- 3.4. This Agreement is a non-exclusive arrangement for the Consultant. It is understood and agreed that, notwithstanding anything herein to the contrary, Consultant is entitled to engage in any other kind of business, agency or trust relationship with any

person or persons and is free to take on consultancy work with other organizations, unless there is a (perceived) conflict of interest or a case of unfair competition as stipulated in Principal's Conflict of Interest policy.

- 3.5. Principal's [conflict of interest policy] as attached as Annex 2 to this Agreement (the *Conflict of Interest* policy) forms an integral part of this Agreement. By execution of this Agreement the Consultant declares to have taken note of the Conflict of Interest Policy and to adhere to the Conflict of Interest Policy.

4. Duties and Responsibilities of the Consultant

- 4.1. The Consultant shall provide to the Principal such Services as are set forth in this Agreement and the Terms of Reference from the date of execution of this Agreement.
- 4.2. The Consultant shall comply with all deadlines and time and priority related obligations concerning the provision and performance of the Services.
- 4.3. The Consultant hereby undertakes to use commercially reasonable efforts, skill and judgment to carry out its responsibilities under this Agreement.
- 4.4. The Consultant is an independent contractor. Subject to its rights and obligations under this Agreement and any applicable laws, the Consultant shall have complete control over how it provides Services to the Principal.
- 4.5. The Consultant shall promptly notify the Principal of any information which may materially impair its ability to perform its obligations under this Agreement.
- 4.6. The Consultant undertakes to keep accurate, clear and readily accessible records and invoices on all activities undertaken and expenses incurred as part of the performance of Services.
- 4.7. The Consultant shall be solely responsible for obtaining or maintaining in force any registrations, certification or authorizations which may become necessary for the proper performance of its activities and undertakings. Similarly, the Consultant shall, under all circumstances and at all times, comply fully with all rules of applicable law and regulatory requirements. The Consultant shall bear all responsibility for any breach of applicable laws, except where the failure to comply is the direct consequence of an unlawful act by the Principal, in which case the Principal shall indemnify the Consultant.
- 4.8. The Consultant shall provide its own facilities, including its own office for the performance of its obligations under this Agreement. The Principal may at its sole

discretion try to broker office space for use by the Consultant to provide the Services at the offices of Principal's strategic partners to enhance collaboration with such partners.

- 4.9. The Consultant will frequently report to Dr. Meghan Bailey on progress of the deliverables as included in the Terms of Reference.
- 4.10. Principal's Code of Conduct as attached in article 4.11 (the '**Code of Conduct**') forms an integral part of this Agreement. By execution of this Agreement the Consultant declares to have taken note of the Code of Conduct and to adhere to the Code of Conduct.
- 4.11. During the term of this Agreement the Consultant shall adhere to the Geneva Conventions and the fundamental principles of the International Red Cross and Red Crescent, available at <https://www.ifrc.org/sites/default/files/2021-07/code-of-conduct-movement-ngos-english.pdf>

5. Duties and Responsibilities of the Principal

- 5.1. The Principal shall be responsible for the day-to-day operations of its non-profit enterprise and will use the Services to facilitate the operation of its enterprise in accordance with this Agreement.
- 5.2. The Principal is responsible for payment of the Service Fee as set forth in Article 7.
- 5.3. The Principal shall provide Consultant with all reasonably requested information and technical assistance necessary for the Consultant to perform its obligations under this Agreement, including where needed inclusion of Consultant under the list of consultants on Principal's website, logistics support for travelling, quality control in the context of Principal's quality management system and financial and administrative support.
- 5.4. The Principal shall inform the Consultant of any change to its organization or circumstances where the Principal believes such information could have an impact on the Consultant's duties or rights under this Agreement.

6. Mutual Duties and Responsibilities

- 6.1. The Parties will inform each other on opportunities for acquisition within the area of interest on which the collaboration between the Principal and the Consultant is based and should the opportunity arise jointly work on project proposals and/or bids.

7. Service Fee

- 7.1. In respect of rendering the Services as described in Article 2.1 the Consultant shall charge a service fee to the Principal (the '**Service Fee**').
- 7.2. The Consultant shall charge a daily fee in the amount of € 177 (excluding VAT) for the pertinent number of requested days worked by the Consultant and as agreed upfront between the Principal and the Consultant prior to initiating the Services and as further set out in the Terms of Reference. VAT may be referred to the recipient of the service.
- 7.3. In the first week of each month, the Consultant shall submit to the Principal, a properly itemised invoice for Services rendered during the previous month. Said invoice requires to be paid within 15 days of invoicing.

8. Expenses

- 8.1. All reasonable incidental costs incurred by the Consultant in the performance of the Services, to be assessed at the sole discretion of the Principal, shall be compensated by the Principal. Claims submitted require to be specific and substantiated by evidence.

9. Declaration of working relationship and indemnification

- 9.1. The Consultant guarantees the Principal that it is in compliance with its statutory obligations to correctly declare and make payment of the taxes and social security contributions etc., which are due to the pertinent taxation authorities in connection with the Services performed by the Consultant on the basis of the Agreement.
- 9.2. The Consultant shall indemnify and keep the Principal harmless from any claims from the pertinent taxation authorities for payment of taxes, contributions etc., including all interest charged in respect thereof, surcharges and possible administrative fines in connection with the Services performed by the Consultant on the basis of the Agreement.

10. Termination of the Agreement

- 10.1. As an exception to that which is specified in Article 1, either Party may terminate this Agreement with immediate effect without incurring any penalty or compensation for early termination if and as soon as:
 - the other Party is declared bankrupt;
 - the other Party is granted a suspension of payments;
 - the business of the other Party ceases to exist or control or ownership is taken over by a third Party.

- 10.2. The Principal may terminate the Agreement with immediate effect without incurring any penalty or compensation for early termination in the event that:
- there is a serious failure on the part of the Consultant to comply with its obligations arising from the present Agreement, after compliance with said obligations has been required in writing;
 - the conduct, behaviour, acts and/or omissions of the Consultant constitute an urgent cause as referred to in Article 7:678 and 7:685 of the Dutch Civil Code or a breach of the Code of Conduct or the Conflict of Interest Policy.

11. Confidentiality, documents

- 11.1. Both during the term of this Agreement and after its termination, the Principal and the Consultant are not permitted, directly or indirectly, to disclose in any way, shape or form to any third parties any particulars pertaining or relating to the other Party, which that Party may have learned through or in the context of this Agreement and the confidential nature is known or reasonably expected, such that it ought to have been known or, was the subject of an explicit duty of confidentiality.
- 11.2. Parties are not permitted - alone or with or through others – to remove, dispatch, transmit or allow any third parties to inspect, use or otherwise have access to any property belonging to the other Party or any of its affiliates, including but not limited to any notes, drawings, letters, formulas, other documents and/or any copies thereof, tools, designs, products manufactured or (copies of) computer files or other data carriers, unless the other Party has given its prior written permission to any such action.
- 11.3. Each Party shall make all property belonging to the other Party such as, but not limited to, notes, drawings, letters, recipes, other documents and/or copies of such matters, tools, models, finished products, (copies of) automated files or other data carriers, which comes into its possession during the term of this Agreement, available to the other Party in good condition immediately upon its initial request, but in any case on the day on which the Agreement ends.

12. Intellectual Property Rights

- 12.1. For the purpose of this Article 12, '**Intellectual Property Rights**' shall mean any industrial property rights, patents, rights to inventions, copyright and related rights, trademarks and service marks, business names and domain names, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim

priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

- 12.2. Any Intellectual Property Rights in respect of work products developed by the Consultant in the performance of this Agreement shall vest in the Principal.
- 12.3. Notwithstanding the foregoing, in the event that the Consultant is ever held or deemed to be the owner of any Intellectual Property Rights developed under this Agreement, the Consultant herewith agrees to assign and/or transfer and hereby irrevocably assigns and/or transfers to the Principal for no remuneration all such interests from the execution date of this Agreement. For the avoidance of doubt any Intellectual Property Rights already developed by the Consultant prior to entering into this Agreement shall continue to be owned by the Consultant.

13. Liability and insurance

- 13.1. If the Principal sustains damage caused by acts or omissions of the Consultant, the Consultant shall compensate this damage in full, with a maximum of the coverage under the policy of the insurance as referred to below. The Consultant guarantees that it has taken out sufficient insurance against the aforementioned damage, costs and interest, or has made a sufficient provision for this purpose and is obliged to fully disclose to the Principal immediately upon initial request all the (policy conditions of the) aforementioned insurance(s) and/or provisions.
- 13.2. The Climate Centre provides travel insurance contingent on the consultant having valid health insurance in his/her home country.

14. Amendments

- 14.1. Any amendments or additions to the Agreement, by declaration of general terms and conditions to be applicable or otherwise, as well as any waiver of rights, shall only be legally valid and binding if these have been set out in an Agreement signed by the Parties.

15. Force Majeure

- 15.1. Neither the Principal nor the Consultant can be in default or breach by reason of any failure of its performance under this Agreement if such failure results, whether directly or indirectly, from force majeure, fire, explosion, strike, freight embargo, act of God, or of war, civil disturbance, act of any government, de jure or de facto, or any agency or official thereof, labour shortage, transportation contingencies, severe weather, quarantine or restriction, epidemic or catastrophe, lack of timely instructions or

essential information from either Party or any other third party, failure from the telecommunication networks, change in the export or import regulations or other conditions beyond the control of either Principal or Consultant.

16. Protection of Personal Data

- 16.1. For the purposes of this Agreement, the terms "personal data", "processing", "data controller" and "data processor" shall have the meaning that is attributed to them by the General Data Protection Regulation n°2016/679 ('GDPR').
- 16.2. The Principal shall be the data controller of any personal data of the Consultant processed while obtaining the Services under this Agreement and must therefore comply with its legal obligations relating to the processing of such personal data. In turn the Consultant, by entering into this Agreement, explicitly consent to the collecting, retaining and processing of personal data pertaining to the Consultant.
- 16.3. When providing the Services hereunder, the Consultant will not have access to nor process any personal data. Therefore, the Consultant shall not collect or process personal data on behalf of the Principal.

17. Prohibition of Assignment

- 17.1. Neither Party may assign any rights under this Agreement to others without the prior written consent of the other Party. Any such assignment without the prior consent of the other Party shall be null and void.

18. Notices

- 18.1. For the purpose of service of notices under this Agreement, the Parties have expressly and exclusively chosen domicile at the places and addresses as mentioned above. Notices and/or service of official/legal documents under this Agreement shall be made in writing, and may be given by fax or e-mail.

19. Final provisions

- 19.1. The Parties acknowledge and agree that this Agreement constitutes an assignment (*overeenkomst van opdracht*) within the meaning of section 7:400 of the Dutch Civil Code.
- 19.2. The Parties recognize the uncertainty of the law with respect to certain provisions of this Agreement and expressly stipulate that this Agreement will be construed in a

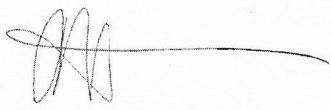
manner that renders its provisions valid and enforceable to the maximum extent possible under applicable law. To the extent that any provisions of this Agreement are determined by a court of competent jurisdiction to be invalid or unenforceable, such provisions will be deleted from this Agreement or modified so as to make them enforceable and the validity and enforceability of the remainder of such provisions and of this Agreement will be unaffected.

- 19.3. This Agreement shall be governed by Dutch law.
- 19.4. The English text of this Agreement is the only authentic text.
- 19.5. This Agreement constitutes the entire agreement made between the Parties with regard to the subject-matter hereof and supersedes any and all previous understandings and commitments agreed either orally or in writing between the Consultant and the Principal.

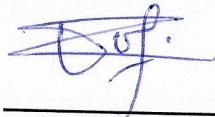
Drawn up on 02.05.2022

**Stichting International Red Cross/Red Crescent
Centre on Climate Change and Disaster
Preparedness**

Consultant



Fleur Monasso
Manager



Yacouba Ouedraogo

Annex 1: Terms of Reference

Annex 1: Terms of Reference
Terms of Reference

These Terms of Reference ('ToR') form an integral part of the Consultancy Agreement concluded between (Yacouba Ouedraogo and Stichting International Red Cross Red Crescent Climate Centre on Climate Change and Disaster Preparedness ('Climate Centre') dated 2 May 2022 and may be amended and/or updated from time to time.

Mission

Stichting International Red Cross/Red Crescent Climate Centre on Climate Change and Disaster Preparedness ('Climate Centre') is the expertise center of the International Red Cross and Red Crescent in the field of climate change and climate disasters. The Climate Centre's mission is to help the Red Cross and Red Crescent Movement and its partners reduce the impacts of climate change and extreme-weather events on vulnerable people. The work in this ToR is designed and carried out support of this mission of the Climate Centre.

Programmes (name in Exact, abbreviation plus project number)	Background project (how is this project linked to the mission above?)	Project description for Climate Centre contributions, including the project countries	Objective	Deliverables (tasks, output, milestones), including the dedicated country focus for the consultant	Timeline	Reporting	Number of days in 2022
Nigeria 4343	In order to help identify the flood vulnerable households, an in depth study on Kaduna flood risk levels will be undertaken to ensure that targeting strategies can be designed based on actual needs and community preferences	<ul style="list-style-type: none"> Producing flood risk maps for Kaduna region in Nigeria, which has regular flooding each year. This will inform the setting up of a shock responsive social protection 	To understand the regions at highest flood risks in Kaduna and Nigeriato indicate the areas of highest flood risk	<ul style="list-style-type: none"> analyse publicly available flood impact data and data shared by UNICEF Produce a flood risk map of Kaduna, Nigeria Write up the results into a short report (1-2 pages) and incorporate comments/feedback at a later stage of called upon to do so 	02.05.22 to 13.05.22	Dr. Meghan Bailey	5

			Create a short PowerPoint presentation on the results from the flood risk analysis to present to the donors of the study and other stakeholders.

Timeline

Services to be provided by the Consultant to the Climate Centre during the Term of the Consultancy Agreement.

Reporting

The Consultant will be required to regularly provide updates on progress of the Project deliverables to Dr. Meghan Bailey, Manager, Health and Social protection, (bailey@climatecentre.org).

Remuneration

The Consultant shall charge a daily fee in the amount of € 177 (excluding VAT) for the pertinent number of requested days worked by the Consultant and as agreed upfront between the Principal and the Consultant prior to initiating the Services and as further set out in these Terms of Reference. VAT can be referred to the recipient of the service.

In the first week of each month, the Consultant shall submit to the Principal, a properly itemised invoice for Services rendered during the previous month (finances@climatecentre.org). Said invoice requires to be paid within 15 days of invoicing.