CONTRACT FOR PROFESSIONAL SERVICES

Between

THE BASEL CONVENTION REGIONAL CENTRE FOR TRAINING AND TECHNOLOGY TRANSFER FOR THE CARIBBEAN (BCRC-CARIBBEAN)

and

XXXX

(Consultancy for the Environmentally Sound Disposal of Hazardous Waste Stockpiles in 11 Caribbean Countries)

SAMPLE

This Contract comprises this cover page, a Table of Contents and XXX pages of text and XXX Annexes (A through X) and any legitimate Contract Variations that may follow hereinafter.

Contents

1.0 AIMS OF THE CONTRACT 2
2.0 RESPONSIBILITIES OF THE CONSULTANT 2
2.1 Authorized Representative of the Consultant 2
2.2 Relationship between the Consultant and the BCRC-Caribbean 2
2.3 Commencement and Completion of the Consultant's Services 2
2.4 Consultant Services 2
2.5 Project Briefings, Updates and Final Review Meeting 3
2.6 Reports 3
2.7 Standards of Work 3
2.8 Protests 4
3.0 RESPONSIBILITIES OF BCRC-CARIBBEAN 4
3.1 Authorized Representatives of the BCRC-Caribbean 4
3.2 Responsibilities of the BCRC-Caribbean's Authorized Representatives 4
4.0 CONTRACT PRICE AND TERMS OF PAYMENT 4
4.1 Contract Price 4
4.2 Contract Ceiling 5
4.3 Payment Schedule 5
4.4 Consultant's Invoices 5
4.5 Mode of Payment 5
4.6 Withholding of Payments 5
5.0 GENERAL PROVISIONS 5
5.1 General Conditions 5
5.2 Entry into Effect of the Contract 6
5.3 Contract Amendment 6
5.4 Transmission of Reports, Invoices and Notices 6
5.5 Covenant against Contingent Fees 6
5.6 Prohibited Practices 6
5.7 Default by the Consultant 7

SAMPLE

LIST OF ANNEXES

Annex A: The BCRC-Caribbean - General Conditions of Contract

Annex B: Consultant's Technical and Financial Proposals

Annex C: Terms of Reference for the Environmentally Sound Disposal of Hazardous Waste Stockpiles in Cuba (Reference Number: BCRC_ISLANDS+_2026_004)

SAMPLE

BASEL CONVENTION REGIONAL CENTRE FOR TRAINING AND TECHNOLOGY TRANSFER FOR THE CARIBBEAN

This CONTRACT is entered into between the **Basel Convention Regional Centre for Training and Technology Transfer for the Caribbean** (hereinafter referred to as "**BCRC-Caribbean**"), having its office located at 8 Alexandra Street, St. Clair, Port of Spain, Trinidad and Tobago, and ***[insert name]*** (hereinafter referred to as "**the Consultant**"), having their principal office located *[to be inserted]* address (hereinafter referred to as "**the Home Office**"). Collectively, the BCRC-Caribbean and the Consultant are hereinafter referred to as **"the Parties".**

WHEREAS,

(a) the BCRC-Caribbean has agreed to act as the Executing Agency for the Governments of Antigua and Barbuda, The Bahamas, Barbados, Belize, Cuba, Dominica, Dominican Republic, Guyana, Saint Kitts and Nevis, Saint Lucia, Suriname and Trinidad and Tobago through the execution of the project entitled, ***Global Environment Facility Implementing Sustainable Low and Non-Chemical Development in Small Island Developing States (ISLANDS) Programme*** (hereinafter collectively referred to as "**the Project**") in the countries referred to above (hereinafter referred to as "**the Project Area**");

(b) the BCRC-Caribbean desires to engage a consultant to provide the full scope of services outlined in the Terms of Reference (BCRC_ISLANDS+_2026_004) which includes the … in the Project Area and ensure that the targets associated with this activity are met in addition to reporting to the BCRC-Caribbean (hereinafter referred to as "**the Services**") and perform the work hereinafter set forth;

(c) the Consultant, having represented to the BCRC-Caribbean that they have the required professional skills and technical and financial resources, has agreed to provide the services on the terms and conditions set forth in this Contract and in the BCRC-Caribbean's '**General Conditions of Contract**' attached hereto as Annex A of the General Conditions of Contract;

(d) NOW, THEREFORE, the Parties hereto mutually agree as follows:

SAMPLE

1.0 AIMS OF THE CONTRACT

The aim of this Contract is to assist the BCRC-Caribbean and its partners in the execution of…

2.0 RESPONSIBILITIES OF THE CONSULTANT

2.1 Authorized Representative of the Consultant

The authorized representative of the Consultant shall be ***[to be inserted]***, who will deal with all matters of a technical or financial nature that may arise during the day-to-day execution of the Project. ***[insert name]*** shall have the primary responsibility to exercise reasonable skill, care, and diligence for ensuring that the work in the Project Area is performed in accordance with the terms of this Contract, including supervising, directing, and coordinating the performance of the duties of the Consultant's personnel and in addition to any other responsibility he/she may have in the execution of the works.

2.2 Relationship between the Consultant and the BCRC-Caribbean

While carrying out activities in connection with the performance of the work hereunder, the Consultant shall maintain a close working relationship and co-operate with the BCRC-Caribbean's Authorized Representatives identified in Clause 3.1. The Consultant shall keep the BCRC-Caribbean informed of the progress of the assignment and plans for the performance of the work. The BCRC-Caribbean's Authorized Representatives shall serve as the liaison between the Consultant, the appointed national focal points for the project in each country of the Project Area and the other stakeholders attached to the project. The BCRC-Caribbean shall have the right to observe at any time the progress of the work carried out under this Contract and to consult with the Consultant concerning their work performance.

2.3 Commencement and Completion of the Consultant's Services

The performance of the Consultant's services under this Contract is expected to be completed within ***[insert no of]*** months. The services shall commence on the Commencement Date[1] of this Contract and shall proceed in accordance with the Time Schedule to complete all work no later than ***[insert no of]*** months after entry into force of the Contract, unless the completion date is extended in accordance with Clause 5.3.

2.4 Consultant Services

The Consultant shall have the primary responsibility to exercise reasonable skill, care, and diligence for ensuring that the work is performed in accordance with the terms of this Contract.

Given the aim of this Contract, ***[insert name]*** shall render and guarantee, on the terms and conditions set forth herein, all the services and facilities necessary to carry out the Contract and shall conform to the methodology, approach and work plan set forth

[1] The commencement date will be the date of signature by both parties/when the contract enters into effect.

in the Consultant's Proposal, a copy of which is attached hereto as Annex B, tendered in response to the BCRC-Caribbean's Scope of Works contained in its Terms of Reference document of the Request for Proposals Package of ***[to be inserted]*** **date**, hereinafter referred to as **"the TOR"**, a copy of which is attached hereto as Annex C.

The Annexes A, B, and C attached hereto and referred to below as ii, iii and iv shall form integral parts of the Contract and shall be read together with it to provide a reasonable understanding of the entire Contract. In the event of a conflict between the Contract and its Annexes, it is understood that the document to prevail shall be in the following order:

i. The Contract

ii. Annex A, General Conditions of Contract

iii. Annex B, Consultant's Proposal and Amendments

iv. Annex C, Terms of Reference (BCRC_ISLANDS+_2026_004)

2.5 Project Briefings, Updates and Final Review Meeting

The Consultant shall make themself available to attend virtual/physical project update meetings on an as needed basis. This may include…

2.6 Deliverables/Reports

The Consultant shall prepare and submit to the BCRC-Caribbean, in English and when requested in Spanish, the reports and documents listed below….

2.7 Standards of Work

The Consultant shall carry out all their responsibilities in accordance with the highest recognised professional standards with open communication and respect of the BCRC-Caribbean team. The form and content of any deliverable required to be furnished by the Consultant to the BCRC-Caribbean shall, *inter alia*:

a) Be clear, logical and objectively presented and shall be in accord with the highest standards of the relevant discipline, trade or profession; and

b) Demonstrate that the Consultant has complied with the methods, procedures and approaches outlined in the ToR and the approved Proposal/Work Plan and has employed satisfactory methods and forms of analysis, reasoning and enquiry.

The BCRC-Caribbean shall notify the Consultant no later than ten (10) working days after receipt of each deliverable of the BCRC-Caribbean's acceptance or non-acceptance of such deliverable. In the case of non-acceptance, the BCRC-Caribbean shall also notify the Consultant of the deficiencies in such deliverable in respect of the Consultant's non-compliance with the ToR or the approved Work Plan. The Consultant shall be obligated to rectify the deliverable in question to comply with the ToR and the approved Work Plan no later than five (5) working days after receipt by the Consultant

SAMPLE

of such notification of non-acceptance and without claim to any additional fees or expenses.

2.8 Protests

If a circumstance or circumstances arise for which the Consultant considers any work demanded of them by the BCRC-Caribbean to be outside the requirements of this Contract or considers any ruling of the BCRC-Caribbean to be unfair, they shall promptly, upon such work being demanded, or such ruling being made, issue a notice or request in-writing to the Director for his written instructions or decisions.

Where, in the Consultant's opinion, the instructions or decisions of the Director do not adequately address the circumstance or circumstances in question, they may invoke the provisions of Annex A, paragraph 13, for the settlement of disputes.

3.0 RESPONSIBILITIES OF BCRC-CARIBBEAN

3.1 Authorized Representatives of the BCRC-Caribbean

The authorized representative of the BCRC-Caribbean shall be the Director. The BCRC-Caribbean will designate Project Officer(s) to deal with any day-to-day matters that may arise during the execution of the Project. The Director will deal with financial matters that may arise during the day-to-day execution of the Project. The Director is also expected to receive any technical and financial submissions during the execution of the Project and other designated BCRC-Caribbean Project Officer(s) shall be copied to such submissions.

3.2 Responsibilities of the BCRC-Caribbean's Authorized Representatives

The BCRC-Caribbean's Authorized Representative shall:

a) Act as Liaison Officer between the Consultant and the UNEP;

b) Act as Liaison Officer between the Consultant and the appointed national focal point for the project in each country in the Project Area in all matters relating to this Contract;

c) Coordinate activities under this Contract; the acceptance, review and approval of reports and other deliverables; and the receipt and approval of invoices for payments to the Consultant;

d) Refer to the Director, BCRC-Caribbean, such administrative matters relating to execution of this Contract as may be brought to her attention and which cannot be resolved in the Project Area.

4.0 CONTRACT PRICE AND TERMS OF PAYMENT

4.1 Contract Price

The BCRC-Caribbean agrees to pay the Consultant for the full and proper performance of their obligations in accordance with the conditions of this Contract, an amount not exceeding ***[insert amount]*** for Professional Fees.

4.2 Contract Ceiling

The Consultant shall not do any work, provide any materials or equipment or perform any services which may result in any charges to the BCRC-Caribbean over and above the contract ceiling sum of ***[insert amount]*** without the prior written consent of the BCRC-Caribbean and a formal amendment to this Contract.

4.3 Payment Schedule

4.3.1 Professional FEES

Progress payments on account of the Contract price set forth in Clause 4.1 shall be rendered within thirty (30) working days of the BCRC-Caribbean's receipt of invoices raised against the sums due for the progress payment milestones below and prepared in accordance with Clause 4.4….

4.4 Consultant's Invoices

Upon receipt of notification of acceptance of the respective deliverables by the BCRC-Caribbean's Authorized Representative, the Consultant shall prepare and submit electronically the original invoice raised against the respective deliverables outlined in Clause 4.3. The first invoice shall be accompanied by a note which reflects the Consultant's banking instructions i.e. Name and address of Bank, Account No., Sort Code No., IBAN, SWIFT to support payment by electronic transfer should this mode of payment be selected.

4.5 Mode of Payment

All payments under this Contract shall (subject to receipt of the Consultant's original invoices) be made by the BCRC-Caribbean in USD by electronic bank transfer to the account of the Consultant, unless otherwise agreed by the Parties. The Consultant will be responsible for the remittance of local income tax(es), other mandatory statutory remittances and any transaction fees charged by their Bank(s).

4.6 Withholding of Payments

The BCRC-Caribbean may withhold payment of any fee on account of, *inter alia*, the non-acceptance of the Consultant's deliverables or breach of contract by the Consultant. The BCRC-Caribbean shall not withhold payment of any fee without giving the Consultant a written notice of the intention to withhold payment and the reason for withholding payment. No interest shall accrue on payments withheld by the BCRC-Caribbean.

5.0 GENERAL PROVISIONS

5.1 General Conditions

The Parties hereto agree to be bound by the BCRC-Caribbean General Conditions of Contract, a copy of which is attached hereto as Annex A and made a part hereof.

SAMPLE

5.2 Entry into Effect of the Contract

This Contract shall be deemed to be effective from the date of its signature by both Parties and shall be valid until ***[to be inserted]*** months after entry into force of the Contract or by ***[to be inserted]***, whichever date is later, unless the completion date is extended in accordance with Clause 5.3.

5.3 Contract Amendment

No modification of, or change in, this Contract, or waiver of any of its provisions, or additional contractual relationship with the Consultant shall be valid unless approved in the form of a written amendment to this Contract and signed by the authorized representatives of the Consultant and BCRC-Caribbean.

5.4 Transmission of Reports, Invoices and Notices

Unless otherwise required, all reports, invoices and notices submitted or given hereunder shall be addressed to the Director, Basel Convention Regional Centre for Training and Technology Transfer of the Caribbean (BCRC-Caribbean), #8 Alexandra Street, St. Clair, Trinidad and Tobago, and may be submitted via electronic mail to the relevant Project Officer(s), as specified.

5.5 Covenant against Contingent Fees

The Consultant warrants that:

I. no person or selling agency has been employed or retained by it to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, contingent fee, or retainer, except regular employees or bona fide and officially established commercial or selling agencies maintained by the Consultant for the purpose of securing business; and

II. no official or servant or retired employee of the BCRC-Caribbean, or the Government and/or its co-operating Agency(ies) of the Project Area, who is not a bona fide employee of the Consultant, has been or shall be admitted by the Consultant to any direct or indirect benefit arising from this Contract or the award thereof.

For breach of these warranties, BCRC-Caribbean shall have the right to deduct from the Contract price, or otherwise recover from the Consultant, the full amount of any such commission, percentage, brokerage, contingent fee or retainer so paid.

5.6 Prohibited Practices

The BCRC-Caribbean requires that all Consultants (including their respective officers, employees and agents) observe the BCRC-Caribbean's Policies for the Selection and Contracting of Consultants. In particular, the BCRC-Caribbean requires that all Consultants (including their respective officers, employees and agents) bidding for or participating in a BCRC-Caribbean executed project adhere to the highest ethical standards, and report to the BCRC-Caribbean all suspected acts of Prohibited Practices of which it has knowledge or becomes aware, during the Selection Process and throughout the negotiation or execution of a Contract. Fraud and corruption are prohibited. The BCRC-Caribbean shall also take action in the event of any deed or

SAMPLE

complaint involving alleged acts of fraud and corruption, in accordance with administrative procedures of the BCRC-Caribbean.

5.7 Default by the Consultant

In case the Consultant fails to fulfill their obligations and responsibilities under this Contract, and provided the Consultant has not remedied such failure(s) within ten (10) days of having been given BCRC-Caribbean's express written notification of the nature of the failure(s), and provided that such failure is not subject to any dispute resolution in progress between the Parties, BCRC-Caribbean may, at its sole option and without prejudice to its right to withhold payment(s) as hereinbefore provided, hold the Consultant in default under this Contract.

When the Consultant is judged to be in default, BCRC-Caribbean may, by giving written notice to the Consultant, terminate the Contract as a whole or such part or parts thereof in respect of which the Consultant is in default.

Upon such notice, BCRC-Caribbean shall have the right to seek completion, at the Consultant's expense, of that part or those parts of the Contract with respect to which the Consultant is in default. The Consultant shall, in this case, be solely responsible for any reasonable costs of completion, including such costs which are incurred by BCRC-Caribbean over and above the originally agreed Contract price stipulated hereinbefore.

Provided always that if the Consultant disputes any claim that they have failed to fulfill their obligations and responsibilities under this Contract of which they are given notice by the BCRC-Caribbean, they may invoke the provisions of Annex A, Clause 13, related to Settlement of Disputes, and the Consultant shall not be held to be in default of the Contract until after the dispute settlement process has been completed.

SAMPLE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract.

BASEL CONVENTION REGIONAL CENTRE FOR TRAINING AND TECHNOLOGY TRANSFER FOR THE CARIBBEAN [BCRC-CARIBBEAN]	**XXXX Consultancy for the Environmentally Sound Disposal of Hazardous Waste Stockpiles in 11 Caribbean Countries**
Signature:	Signature:
Name:	Name:
Position:	Position:
Date:	Date:

SAMPLE

ANNEX A

The BCRC-Caribbean - General Conditions of Contract

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GENERAL CONDITIONS OF CONTRACT

1. **Confidential Nature of Documents**

   All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Consultant under this Contract shall be the property of the BCRC-Caribbean, shall be treated as confidential and shall be delivered only to the BCRC-Caribbean's authorized officials on completion of the work under this Contract; their contents shall not be made known by the Consultant, without the written consent of the BCRC-Caribbean, to any person other than the personnel of the Consultant performing services under this Contract. The obligations of this paragraph do not lapse upon satisfactory completion of the work under this Contract or termination of this Contract, including termination by the BCRC-Caribbean.

2. **Independent Consultant.**

   The Consultant shall have the legal status of an independent Consultant. Any person assigned by the Consultant to perform services under this Contract shall remain in the employment of the Consultant. The Consultant's personnel and sub-Consultants shall not be considered in any respect as being the employees or agents of the BCRC-Caribbean. Without restricting the generality of the foregoing, the BCRC-Caribbean shall not be liable for any claims and demands, loss, costs, damages, actions, suit or other proceedings, brought or prosecuted, in any manner based upon, occasioned by or attributable to the employment relationship between any person assigned by the Consultant to perform services under this Contract and the Consultant. Unless otherwise provided for in this Contract, the BCRC-Caribbean shall not be liable for claims of any kind in connection with the performance of such services. The Consultant and his employees shall conform to all applicable laws, regulations and ordinances promulgated by legally constituted authorities of the Government.

3. **The Consultant's Responsibility for Employees**

   The Consultant shall supervise and be fully responsible for the work performed by and the professional and technical competence of his employees and shall select, for work under this Contract, reliable individuals who shall perform effectively in the implementation of the Contract, comply with the laws of the Government, respect the local customs and conform to a high standard of moral and ethical conduct.

SAMPLE

4. **Assignment of Personnel**

The Consultant shall not assign any personnel other than those referred to in this Contract for the performance of work in the field without the prior written approval of the BCRC-Caribbean. Prior to assigning any other personnel for the performance of work in the field, the Consultant shall submit to the BCRC-Caribbean for its consideration, the curriculum vitae of any person the Consultant proposes to assign for such service.

5. **Removal of Personnel**

Upon written request by the BCRC-Caribbean, the Consultant shall withdraw from the field any personnel provided under this Contract and shall replace such personnel by other acceptable to the BCRC-Caribbean, if the BCRC-Caribbean so requests. The BCRC-Caribbean shall give reason in writing for any such requests. All costs and additional expenses resulting from the replacement, for whatever reason, of any of the Consultant's personnel shall be borne by the Consultant. Such withdrawal shall not be considered as termination in part or in total of this Contract under the provisions of paragraph 12 "Termination" hereafter.

6. **Assignment**

The Consultant shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof or of any of the Consultant's rights, claims or obligations under this Contract except with the prior written consent of the BCRC-Caribbean.

7. **Sub-Contracting**

In the event the Consultant requires the services of sub-Consultants, the Consultant shall not initiate or terminate any sub-contract for performance of all or part of his obligations under this Contract without prior written approval and clearance of the BCRC-Caribbean. The BCRC-Caribbean's approval of a sub-Consultant shall not relieve the Consultant of any of his obligations under this Contract, and the terms of any sub-contract shall be subject to and in conformity with the provisions of this Contract.

8. **BCRC- Caribbean Privileges and Immunities**

Nothing in or relating to this Contract shall be deemed a waiver of any of the privileges and immunities of the BCRC-Caribbean.

9. **Non-employment of BCRC-CARIBBEAN Staff Members**

The Consultant shall not, while this Contract is in effect, employ or consider the employment of the BCRC-Caribbean's staff members or former employees of the

SAMPLE

Organisation of less than two years standing without the prior written approval of the BCRC-Caribbean.

10. Language, Weights and Measures

Unless otherwise specified in the Contract, the English language shall be used by the Consultant in all written communications to the BCRC-Caribbean with respect to the services to be rendered and all documents procured or prepared by the Consultant pertaining to the work. The Consultant shall use the metric system of weights and measures and estimates of quantities involved shall be made and recorded in metric units, except when otherwise specified in the Contract.

11. Force Majeure

Force Majeure as used herein shall mean acts of God, laws or regulations, industrial disturbances, acts of the public enemy, civil disturbances, explosions and any other similar event of equivalent force not caused by nor within the control of either party and which neither party is able to overcome. As soon as possible after the occurrence of any event constituting Force Majeure, and if the Consultant is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract, the Consultant shall give notice and full particulars thereof in writing to the BCRC-Caribbean. In this event, the following provisions shall apply:

(a) The obligations and responsibilities of the Consultant under this Contract shall be suspended to the extent of its inability to perform them and for as long as such inability continues. During such suspension and in respect of work suspended, the Consultant shall be entitled only to reimbursement by the BCRC-Caribbean, against appropriate vouchers, of the essential costs of maintenance of any of the Consultant's equipment and of per diem of the Consultant's personnel rendered idle by such suspension.

(b) The Consultant shall, within fifteen (15) days of the occurrence of the Force Majeure, submit a statement to the BCRC-Caribbean of estimated expenditures for the duration of the period of suspension.

(c) The term of this Contract shall be extended for a period equal to the period of suspension taking, however, into account any special conditions which may cause the time for completion of the work to be different from the period of suspension.

(d) If the Consultant is rendered permanently unable, wholly or in part, by reason of Force Majeure, to perform its obligations and meet its responsibilities under this Contract, the BCRC-Caribbean shall have the right to terminate this Contract on the same terms and conditions as are provided for in paragraph 12, “Termination” except that the period of notice may be five (5) days instead of ten (10) days.

(e) For the purpose of the preceding sub-paragraph (d), the BCRC-Caribbean may consider the Consultant permanently unable to perform in case of any period of

SAMPLE

suspension in excess of ninety (90) days. Any such period of ninety (90) days or less shall be deemed temporary inability to perform.

12. Termination

12.1 Termination for Failure to Perform Duties as Consultant

If the BCRC-Caribbean has determined that the Consultant has neglected to perform the duties of employment under the Agreement and/or has failed to comply with the terms of the agreement, the BCRC-Caribbean may terminate this Contract in whole or in part and at any time, upon ten (10) days' notice of termination to the Consultant. In the event such termination is not caused by the Consultant's negligence or fault, the BCRC-Caribbean shall be liable to the Consultant for payment in respect of work already accomplished, for the cost of repatriation of the Consultant's personnel as determined feasible by both Parties, for necessary terminal expenses of the Consultant, and for the cost of such urgent work as is essential and as the Consultant is asked by the BCRC-Caribbean to complete. The Consultant shall keep expenses at a minimum and shall not undertake any forward commitment from the date of receipt of the BCRC-Caribbean's notice of termination. The initiation of arbitral proceedings in accordance with paragraph 16 (b), "Arbitration", below shall not be deemed a termination of this Contract.

12.2 Termination by Mutual Agreement

This Contract may be terminated at any time by mutual consent of the Parties, provided that consultations are held with both Parties, giving consideration to proposals in this respect. The Parties shall develop and agree upon an exit strategy to minimize negative consequences, in the form of a "Termination Agreement Document" in writing to be signed by each of the Parties.

In the event of any termination of the Contract, upon receipt of notice of termination by the BCRC-Caribbean, the Consultant shall, except as may be directed by the BCRC-Caribbean in the notice of termination or otherwise in writing:

a) take immediate steps to bring the performance of any obligations under the Individual Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;
b) deliver all completed or partially completed work, databases, information and other property that, if the Individual Contract had been completed, would be required to be furnished to the BCRC-Caribbean thereunder;
c) complete performance of the work not terminated; and

SAMPLE

d) take any other action that may be necessary, or that the BCRC-Caribbean may direct in writing, for the protection and preservation of any property, whether tangible or intangible, related to the Individual Contract that is in the possession of the Individual Consultant and in which the BCRC-Caribbean has or may be reasonably expected to acquire an interest.

In the event of any termination of the Contract, the BCRC-Caribbean shall only be liable to pay the Consultant compensation on a *pro rata* basis for no more than the actual amount of work performed to the satisfaction of the BCRC-Caribbean in accordance with the requirements of the Contract. Additional costs incurred by the BCRC-Caribbean resulting from the termination of the Contract by the Consultant, may be withheld from any amount otherwise due to the Consultant from the BCRC-Caribbean.

In the event of termination of the Contract by mutual agreement, the Contract shall forthwith become void and there shall be no liability on the part of any Party hereto, provided that such Party is not under any default or breach of any representation, warranty, covenant or condition of this Contract. The foregoing shall not relieve any Party from liability for damages actually incurred as a result of the Party's breach of any term or provision of this Agreement.

13. <u>Bankruptcy</u>

Should the Consultant be adjudged bankrupt or be liquidated or become insolvent, or should the Consultant make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Consultant's insolvency, the BCRC-Caribbean may, without prejudice to any other right or remedy it may have under the terms of this Contract, terminate this Contract forthwith by giving the Consultant written notice of such termination. The Consultant shall immediately inform the BCRC-Caribbean of the occurrence of any of the above events.

14. <u>Insurance and Liabilities to Third Parties</u>

(a) The Consultant shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
(b) The Consultant shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
(c) The Consultant shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other

SAMPLE

equipment owned or leased by the Consultant or its agents, servants, employees or Sub-Consultants performing work or services in connection with this Contract.

(d) The Consultant shall, upon request, provide the BCRC-Caribbean with satisfactory evidence of the insurance required under this Article.

(e) Any amounts not insured or not recovered from the insurers shall be borne by the Consultant.

If the Consultant fails to effect and keep in force any of the insurances required under the Contract, then and in any such case the BCRC-Caribbean may, at its option, hold the Consultant in default in accordance with the Contract, or effect and keep in force any such insurances and pay any premium as may be necessary for that purpose and from time to time deduct the amount so paid from any monies due to the Consultant, or recover the same as a debt due from the Consultant.

15. <u>Indemnification</u>

The Consultant shall indemnify, hold and save harmless and defend at its own expense the BCRC-Caribbean, its officers, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including costs and expenses, arising out of acts, omissions, negligence or misconduct of the Consultant or its officers, agents, servants, representatives, employees, or sub-Consultants in the performance of this Contract. This requirement shall extend to claims or liabilities in the nature of workmen's compensation and to claims or liabilities arising out of the use of patented inventions or devices. The obligations under this paragraph do not lapse upon termination of this Contract.

16. <u>Settlement of Disputes</u>

(a) Amicable Settlement:

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

(b) Arbitration:

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award

SAMPLE

punitive damages. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute. It is understood, however, that the provisions of this paragraph shall not constitute nor imply the waiver by the BCRC-Caribbean of its privileges and immunities.

17. Conflict of Interest

No employee of the Consultant assigned to perform work under this Contract shall engage, directly or indirectly, either in his own name or through the agency of another person, in any business, profession or occupation in the country of residence of the BCRC-Caribbean that may be construed to be in conflict with the interests of the BCRC-Caribbean in this Project; nor shall he make loans to or investments in any business, profession, or occupation in the said country.

18. Obligations

In connection with the performance of its services under this Contract, the Consultant shall neither seek nor accept instructions from any authority external to the BCRC-Caribbean. The Consultant shall refrain from any action which may adversely affect the BCRC-Caribbean and shall fulfil its commitments with full regard for the interests of the BCRC-Caribbean. Unless authorized in writing by the BCRC-Caribbean, the Consultant shall not advertise or otherwise make public the fact that it is performing or has performed services for the BCRC-Caribbean. Also, the Consultant shall not, in any manner whatsoever, use the name, emblem or official seal of the BCRC-Caribbean or any abbreviation of the name of the BCRC-Caribbean in connection with its business or otherwise. The Consultant is required to exercise utmost discretion in all matters relating to this Contract. Unless required in connection with the performance of its work under this Contract or where specifically authorized by the BCRC-Caribbean, the Consultant shall not communicate at any time to any person, government or authority external to the BCRC-Caribbean any information which has not been made public and which is known to it by reason of its association with the BCRC-Caribbean. The Consultant shall not, at any time, use such information to private advantage. These obligations do not lapse upon satisfactory completion of the work under this Contract or termination of this Contract, including termination by the BCRC-Caribbean.

19. Title Rights

(a) The BCRC-Caribbean shall be entitled to all property rights including but not limited to patents, copyrights and trademarks, with regard to material which bears a direct relation to, or results from the services provided to the BCRC-Caribbean by the Consultant under this Contract. At the request of the BCRC-Caribbean, the Consultant shall take all necessary steps, prepare and process all necessary

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documents and assist in securing such property rights and transferring them to the BCRC-Caribbean in compliance with the requirements of the applicable law.

(b) Title to any equipment and supplies which may be furnished by the BCRC-Caribbean shall rest with the BCRC-Caribbean and any such equipment and supplies shall be returned to the BCRC-Caribbean at the conclusion of this Contract or when no longer needed by the Consultant. Such equipment and supplies, when returned to the BCRC-Caribbean, shall be in the same condition as when delivered by the BCRC-Caribbean to the Consultant, subject to normal wear and tear.

20. Encumbrances/liens

The Consultant shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the BCRC-Caribbean against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Consultant.

21. Child labour

(a) The Consultant represents and warrants that neither him, nor any of his suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

(b) Any breach of this representation and warranty shall entitle the BCRC-Caribbean to terminate this Contract immediately upon notice to the Consultant, without any liability for termination charges or any other liability of any kind of the BCRC-Caribbean.

22. Mines

(a) The Consultant represents and warrants that neither him, nor any of his suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on “Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects” of 1980.

(b) Any breach of this representation and warranty shall entitle the BCRC-Caribbean to terminate this Contract immediately upon notice to the

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Consultant, without any liability for termination charges or any other liability of any kind of the BCRC-Caribbean.

BCRC-Caribbean
Port of Spain, Trinidad and Tobago

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ANNEX B

Consultant's Proposal

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ANNEX C

Terms of Reference for Consultancy for the Environmentally Sound Disposal of Hazardous Waste Stockpiles in 11 Caribbean Countries

(Reference Number: BCRC_ISLANDS+_2026_004)

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