**Consultant Contract**

This Agreement is made between **CHIP Training and Consulting** Pvt. Ltd (CTC) ("Client") with a principal place of business at Islamabad and Mr. Abdul Mussawer Atta ("Consultant") with **Base Station at Lakki Marwat Zone** as USI Field Officer in Universal Salt Iodization Program under the third party contract with Nutrition International (“NI”) in Pakistan and to carry out certain services under the terms and conditions set out below.

WHEREAS, the Client desires to engage the Consultant to provide services in the area of Consultant’s expertise and the Consultant is willing to provide such services to the Company against certain considerations;

NOW, THEREFORE, the Parties hereby agree as follows:

# **Services**

The Consultant agrees to perform the services Attachment A, which is attached to this Agreement and same, will be read as an integral part of the agreement.

The key deliverables are listed below;

1. Trip report after each field visit maximum within two days of travel.
2. Weekly reports on the first working day of the following week.
3. Month Activity Report (MAR) and Daily Activity Report (DAR) submitted by the 5th of every month for the previous month.
4. Salt processors data and District compiled reports submitted by the 5th of every month.

# **Term of Agreement**

The effective date of your employment would be April 1st, 2023 and remain in effect until the completion of the Services, the preliminary date for completion is March 31st, 2024 or the earlier termination of this Agreement as provided in Clause 4 of this agreement. The Services under the Agreement will only be considered accomplished once the deliverables are provided to the satisfaction of the primary client and in that case, consultancy period shall be treated secondary.

# **Payment**

In consideration of the services performed by the consultant under this contract, the client shall make to the consultant such payments in such manner as provided in below table.

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Base Station** | **Period** | **Fee** | | **Travel & Admin Cost** | | | | | |
| **Days** | **Rate** | **Type of Travel** | **Travel Station** | **Travel Rate** | **Days** | **Admin Cost** | **Months** |
| Lakki Marwat | 01-04-2023 to  31-01-2024 | 21 | 3,182 | Local Travel | Bannu | 2000 | 3  10 | 4500 | 12 |
|  |  |  |
| 01-02-2024 to  31-03-2024 | 21 | 3,659 | Outstation Travel | DI Khan, Lakki Marwat, Tank and Karak | 7000 |

# **Terminating the Agreement**

With reasonable cause, either Client or Consultant may terminate this Agreement, effective immediately upon giving written notice.

Reasonable cause includes:

• A material violation of this Agreement, or

• Any act exposing the other party to liability to others for personal injury or property damage.

OR

Either party may terminate this Agreement at any time by giving 30 days' prior written notice to the other party of the intent to terminate.

# **Conflict of Interest**

If during the course of this agreement, a conflict or risk of conflict of interest should arise, the Consultant shall notify the Client immediately in writing.

# **Resolving Disputes and Jurisdiction**

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Islamabad Capital Territory. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a court/tribunal situated within the local limits of Islamabad Capital Territory.

# **Confidentiality**

Consultant acknowledges that disclosure to a third party or misuse of any proprietary or confidential information would irreparably harm the Client. Accordingly, Consultant will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the Client without Client's prior written permission except to the extent necessary to perform services on the Client behalf.

* 1. All verbal and written communications whether in whole or in part between the Client **(the Company)** and the consultant shall be treated as confidential. All documents relating to the Agreement as well as other papers information and data resulting from the Agreement, which are supplied to the Consultant in connection with the Agreement or which the Consultant may have elaborated, must be treated as confidential and must not, either in whole or in part, be made accessible to third parties unrelated to the Agreement nor used for purposes other than those for which they were supplied or elaborated.

7.2. Any publication and/or communication relating to the exchange of information and documents mentioned must be the object of prior authorization in writing by the Client. If Client authorizes the Consultant in writing to supply information on the Agreement by way of reference or for purposes of presentation, mandate acquisition or procurement, the Consultant must undertake to provide such information accurately, mentioning the name of Client.

# **Expenses and Invoicing**

The Consultant shall submit an invoice to the Client for the Services upon completion of the activities described in **Attachment A**. Each invoice shall:

1. Show the amount of any advance by the Client;
2. Show the number of days worked during the period covered by the invoice and the corresponding fees; and
3. List all recoverable expenses for which the Consultant is claiming reimbursement.
4. Includes all required information as described above; and the Client is completely satisfied with the deliverables to which the invoice relates.

# **Standard of Work**

The Consultant has been hired keeping in view his expertise in the area of assignment hence a reasonable standard of work is expected from the Consultant. The Consultant is responsible to the Client or NI for the accuracy and completeness of any statements made by him in any documents, articles, reports or other material prepared by him for delivery to the Client or NI. The Client or NI is relying on the accuracy of the information provided by the Consultant and shall not be required to make any independent verification of this information.

During the ongoing COVID – 19 Pandemic, the Firm must seek a prior written permission from NI’s authorized representative before allowing any kind of travel under this agreement

The Client or NI shall notify the Consultant in writing of any errors, omissions or clarification required in any report, and the Consultant shall remedy such errors or omissions or provide such clarification with 10 days of receiving such notification. The Client may withhold any further payments until it is satisfied with the content of the report submitted by the Consultant.

# **Independent Consultant Status**

Consultant is an independent Consultant and shall not be deemed to be Client's employees.

# **Fringe Benefits**

Consultant understands that the Consultant is not eligible for any employee benefits such as EOBI, insurance (death and accidental), healthcare, vacation pay, sick pay, or other fringe benefit plan of Client.

# **Intellectual Property**

Design documents, specifications, reports and all relevant data such as maps, diagrams, plans, statistics and supporting records and materials compiled or prepared in the course of the Services shall be the property of the NI.

The resultant products under this Agreement and any intellectual property vested there in shall revert to the Client, which shall determine its further use. The Company and the participant partners shall have the right to use all materials produced under the assignment as and when required.

# **Indemnification**

Consultant shall indemnify and hold Client harmless from any loss or liability arising from performing services under this Agreement.

To the furthest extent permitted by law of the land, Consultant shall defend, indemnify, and hold harmless the Client from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant.

# **Applicable Law**

This Agreement will be construed and governed by prevailing laws of Islamic Republic of Pakistan.

# **Exclusive Agreement**

This is the entire Agreement between Consultant and the Client which consist of four pages excluding the annexures and supersedes all prior engagements either oral or written related to the agreement hereof.

1. **Assignment Prohibited**

The Consultant may not assign any other person or sub grant any part of the activities described in the TORs without prior written consent of the Client. Where such prior written consent is given, it shall not relieve the Consultant of any of its responsibilities under this agreement. Under no circumstances will sub-assignment create any contractual relationship between the Client and any sub-assignee.

1. **Jurisdiction**
   1. This agreement shall be governed by and construed in accordance with the laws for the time being enforced in Pakistan at the time of signing.
   2. The Parties consent to the exclusive jurisdiction of Courts/Tribunals situated in Islamabad Capital Territory (ICT), Pakistan.
   3. Should any disputes between the parties arise, they will be resolved in accordance with this legislative framework. However, before initiating any legal procedures, the parties hereby agree to find an adequate settlement of such a dispute by direct negotiations.
2. **Miscellaneous**
   1. **The Client-**CTC Islamabad shall not be made liable for any damage, loss, illness, injuries or death, which may occur to, or be caused, by the Consulting Firm or its experts or support person during the course of the present assignment.
   2. In no event shall **the Client** be liable to the Consultant for any damages (of whatsoever nature) except to the extent specifically provided in this agreement.
   3. The Client does not authorize the Consultant to act for the Client as its agent or to make commitments on behalf of the Client. The Consultant shall not be deemed to be an agent or representative of the Client, nor have authority to bind the Client in any way by his actions or deeds.
   4. The Consultant shall inform the Client immediately and in writing of any exceptional situation arising during the execution of the agreement, which may endanger his / her own safety, realization of work and/or require substantial modification of its aims.
   5. The contracting parties shall neither offer a third person nor seek, accept or get promised directly or indirectly for themselves or for another party any gift/gratification or benefit which would or could be construed as an illegal or corrupt practice.
   6. If the Client does not find the services of the Consultant according to the agreed terms and conditions or in case Primary Client (NI) is not satisfied, as set forth in the Terms of Reference to the present Agreement, the Client will have the right to either terminate the agreement or deduct up to a maximum of 15% of the value of the work actually performed and suspend the payment for the remaining work.
   7. In case of the delay in submitting the report, Note or product, is beyond the control of the Consulting Firm then it should immediately inform Client in writing in order to resolve the issue.
3. **Limit of Liability Clause**

Other than as provided in this Agreement, the Clients’ financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall the Client be liable for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

Signatures

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| --- | --- |
| For and Behalf of CHIP Training and Consulting | For Consultant |
| Ms. Naila Nizam  Project Manager  CHIP Training & Consulting | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_    Name of Consultant:  Location:  Date: |