

REPUBLIC OF CAMEROON
MINISTRY OF THE ENVIRONMENT AND FORESTRY
FORESTRY AND ENVIRONMENT SECTOR PROGRAM
(PSFE)

CONSULTANCY CONTRACT
(Independent observer in support of the control and monitoring of forestry regulation offences)

THIS CONTRACT, hereinafter referred to as ‘the Contract’, which takes effect on *04 June 2002*, is concluded between the Forest and Environment Sector Program (FESP), acting on behalf of the GOVERNMENT OF THE REPUBLIC OF CAMEROON and hereinafter referred to as ‘the Client’, and represented by Mr NAAH ONDOA Sylvestre, Minister of the Environment and Forestry,

And,

GLOBAL WITNESS, ‘the Consultant’ whose main offices are at PO Box 6042, London, N 19 5WP, United Kingdom.

UNDERSTANDING THAT the Client wishes the Consultant to provide the services hereinafter stated and

UNDERSTANDING THAT the Consultant agrees to provide the said services,

THE PARTIES TO THIS CONTRACT have THEREFORE agreed the following:

1. Services	(i) The Consultant will provide the services specified in Annexe A « Terms of Reference», and which constitutes an integral part of this Contract (« the Services »). (ii) The Consultant will make available a team of six people (four technicians, one administrator and one driver) to provide the services. CVs of the technical staff will be sent to the Client. (iii) The Consultant will submit reports to the Client in the form, and within the time limits as specified in the « Terms of Reference ».
2. Timetable	The Consultant will provide the Services for a period of two months as from the date this contract takes effect, renewable by tacit agreement until the Independent Observer, to be recruited by international bidding process organised by the Client, takes office.

<p>3. Payment</p>	<p>A. <u>Maximum amount</u></p> <p>For the Services provided in accordance with Annexe A, the Client will pay the Consultant a maximum amount equivalent to sixty thousand (60,000) American dollars excluding taxes. This maximum amount includes the total of the Consultant's expenses, benefits and any tax obligations for which it may be liable.</p> <p>The cost of the services that constitute the object of this contract is paid as consultancy fees from the PHRD grant designed for the preparation of the Forest and Environment Sector Programme provided by the Japanese government, in accordance with grant letter PHRD No. TF026877 of 11 December 2001. The VAT based on these payments will be paid from the Cameroon State budget.</p> <p>B. <u>Timetable of payments</u></p> <p>The timetable of payments is the following:</p> <p>30% of the maximum amount on signing of this contract;</p> <p>40% of the maximum amount on submission of the first monthly activity report;</p> <p>The balance on submission of the second monthly activity report.</p> <p>C. <u>Conditions of Payment</u></p> <p>Payments will be made by direct transfer, in US dollars, to the Consultant's account, details of which are as follows: Account name: Global Witness, Account number: 65005396-00, Sort Code: 08-90-61, bank's address: Co-operative Bank, Olympic House, 6 Olympic Court, Salford M5 2QP, Swift code: CPBKGB22. These payments will be made within the 30 days following the date on which the Consultant presents invoices, in duplicate, to the Coordinator designated in paragraph 4.</p>
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	<p>D. <u>Interest due on delayed payments.</u></p> <p>If the Client fails to make payment within a period of thirty one (31) days starting from the date of submitting invoices, in duplicate, to the Coordinator designated in paragraph 4, interest will be paid to the Consultant for each day of delay at a rate of twelve (12) percent.</p>
<p>4. Project Administration</p>	<p>A. <u>Coordinator.</u></p> <p>The Client designates Mr BENGONO BELINGA Hyrceinte, coordinator of the Forest and Environment Sector Program, as Coordinator. The Coordinator is responsible for coordinating activities covered by the Contract, for receiving and approving reports on the general progress of activities, as well as receiving and approving invoices for payment.</p> <p>B. <u>Reports</u></p> <p>Monthly activity reports, to be distinguished from the mission reports provided for in the « Terms of Reference », will serve as a basis for payments, which will be made in accordance with paragraph 3.</p>
<p>5. Performance standards</p>	<p>The Consultant undertakes to provide the Services to the highest professional and deontological standards.</p>
<p>6. Duty of confidentiality</p>	<p>For the duration of this Contract, the Consultant is required to refrain from divulging the content of mission reports not yet published, in accordance with the publication procedure provided for in the « Terms of Reference ».</p>
<p>7. Property of Documents and Products</p>	<p>All documents or support used by the Consultant, for reporting purposes to the Client and within the context of this Contract, will become - and remain - the property of the Client, and the Consultant will hand them over to the Client prior to termination or completion of this Contract. The Consultant may retain a copy of all documents or support. Any restriction concerning the subsequent use of these documents and supports will, eventually, be noted in the Special Clauses.</p>

8. Activities forbidden to the Consultant	The Consultant agrees that, for the duration of this Contract, neither it nor any body affiliated to it will be authorised to provide goods, works, or services contrary to Cameroonian laws on forest exploitation.
9. Insurance	The Consultant will take all necessary measures for its own insurance.
10. Transfer	The Consultant will neither transfer nor subcontract this Contract, or any of its parts, without the prior written agreement of the Client.
11. Applicable Law and Language of Contract	This Contract is subject to Cameroonian law and the language of the Contract is French.
12 Resolution of disputes	All disputes, controversies or complaint due or linked to this Contract or to the violation, termination or invalidity of this Contract, will be resolved by arbitration in accordance with the current UNCITRAL arbitration rules.
13. Special conditions	<ul style="list-style-type: none"> - Any contractual clause contrary to the terms and spirit of the « Terms of Reference », along with the current contract for the same services between the Consultant and DFID, will not be binding upon the Consultant. - Any restrictive measure or sanction applied to the Consultant by the Ministry of Environment and Forestry prior to the signing of this contract will not be binding upon the Consultant. - The Consultant will receive, in writing from the Client, 45 days' notice as from the day the new Independent Observer recruited by international bidding takes office. This contract will continue its normal course during the notice period. - The Client authorises the Consultant to publish previous mission reports, along with the final report of the first transition phase of the project « independent observer in support to control and monitoring of forestry regulation offences » eight (8) days after the signing of this Contract. - In Annexe A, the term 'CCU' refers to the Central Control Unit or any other services competent in forest control operations.

14. Registration fees, other tax provisions	This Contract is subject to the laws and tax regulations resulting from the legal texts in application in the Republic of Cameroon. It will be registered following its signing by both parties. Registration costs of will be paid by the Consultant. The amount of VAT arising from this Contract will be borne by the State budget.
15. Final clause	This Contract, produced in two copies signed by both parties, will be implemented in good faith.

FOR THE CONSULTANT

FOR THE CLIENT

Project Director

Mr NAAH ONDOA Sylvestre

Signed in Yaoundé, 23 May 2002