**CONTRACT FOR PROFESSIONAL CONSULTANCY SERVICES**

**– DELEGATIONS**

**We, The Inter-American Institute for Cooperation on Agriculture (IICA),** hereinafter referred to as **The Institute**, represented for the purposes of this contract by Mr. [**name of representative**], IICA Representative in [**name of country**], Diplomatic Identification Card (DIDI) No. [**number**], with offices in [**address**], and Mr./Ms.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_nationality, with identification number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with offices in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acting on his/her own behalf and in his/her capacity as a Consultant, agree to enter into this Contract for Professional Consultancy Services, subject to the following declarations and clauses:

**DECLARATIONS**

**The Institute declares:**

* That this Contract is being entered into given the need to procure professional consultancy services, pursuant to the attached Terms of Reference that are an integral part of this Contract.

* That this engagement is subject to the provisions of Article 13 of the Rules of Procedure of the General Directorate and the Procedures Manual for the Procurement of Goods and Services (*Chapter I – Procurement categories and methods, section 4 – Special considerations, sub-section c – Contracting of professional consultancy services*) of the Institute.

**The Consultant declares:**

* That the information provided to the Institute with respect to his/her status as an individual, qualifications, and professional experience, is true.
* That he/she understands the full extent of the Terms of Reference specified in this contract and has the expertise to provide the Consultancy services with the required dedication, due care, and efficiency.
* That he/she is not subject to any impediment to provide the Consultancy services, due to employment in or Consultancy with any public or private institution.
* That in his/her capacity as Consultant, he/she recognizes and accepts that he/she is not a member of staff of the Institute. Thus, all obligations and rights, as well as the Terms of Reference for the Consultancy services that will be provided will be limited to those specified in this Consultancy Contract.

**CLAUSES**

**ONE**: The Consultant agrees to offer Professional Consultancy Services, for which the products, time schedule, place of execution, payment, and other specific characteristics, are stipulated in the Terms of Reference of this Contract.

**TWO**: The Institute shall pay the Consultant the local equivalent of the total sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_as a professional fee, in accordance with the current institutional exchange rate and upon delivery of the products established in the Terms of Reference that are an integral part of this Professional Services Contract, as long as the products have been received to the entire satisfaction of the person that the Institute has designated for this purpose and upon submission of an invoice.

**THREE:** The Consultant agrees to provide his/her services as at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,and to end on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,with the latter being the final day of this Consultancy for all legal purposes.

**FOUR:** The Institute shall not assume any labor obligations with respect to the Consultant or any professional that the Consultant may have subcontracted to perform the services arising under this Contract.

**FIVE:** The Consultant declares that he/she is complying with the requirements of the applicable social security and tax laws of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**SIX:** It is the personal responsibility of the Consultant to secure adequate insurance coverage. In case of any eventuality, the Institute shall assume no responsibility for said coverage. If, in Terms of Reference establish the need for international travel, the Consultant must have travel insurance for this purpose

**SEVEN**: This Contract may be terminated prematurely by either party, by giving the other party fifteen days’ written notice. In that event, the Consultant shall submit the deliverables produced as at that date, and subject to their approval by IICA, shall receive only the amount owing at that time.

**EIGHT:** The Parties shall be not be held liable for failure to comply with any of the obligations arising under **“THE CONTRACT,”** to the extent and during the period in which they cannot be carried out in a reasonable manner, where such non-compliance is as a result of force majeure or unforeseen circumstances, in which case the party should immediately notify the other of the start and end date of the effective cause. In cases in which there is a claim of force majeure or unforeseen circumstances, the Parties will take necessary and reasonable actions to minimize delays and resulting costs. Unforeseen circumstances or force majeure are considered to be those acts that are completely out of the control of the Parties, for example, natural events, earthquakes, floods, epidemics, acts of war, or other events that make it impossible to provide the services arising under this Contract.

**NINE:** The general conditions governing this Contract with respect to the coordination of services, product receipt and ownership, any rights arising from the contracted services, the relationship between the Institute and the Consultant, early termination, and review of this Contract are stipulated as follows:

* 1. The Institute, through its representative in [**name of country**], or of their designate, shall be responsible for coordinating at all times, the activities, services and/or products covered by this Contract and for providing the Consultant with any written observations regarding their execution, to enable any adjustments to the schedule and relevant Terms of Reference, as well as any amendments that may be required.
	2. The Institute shall consider as received all products and services derived from this Contract if they have been generated in accordance with the Terms of Reference and other agreed stipulations.
	3. The Consultant agrees not to divulge any information or results obtained as a result of the services stipulated by this Contract, whether through publications, reports, conferences, or otherwise, without the expressed and written consent of the Institute, which retains ownership of this information and results.
	4. The Consultant alone shall be responsible for performing the Consultancy services and activities in accordance with this Contract. If the activities have not been executed in accordance with this Contract and its annexes and/or the written instructions provided by the Institute, the Consultant shall correct or perform them again immediately, and shall not be entitled to any compensation for work that is less than satisfactory.
	5. Given that the reasons for entering into this Professional Consultancy Contract are extraordinary and temporary, both Parties agree that upon completion of the stipulated period, this Contract shall automatically lapse, with no requirement to provide prior notice. Given the nature of the Consultancy services, the Consultant releases the Institute from any present or future responsibility with respect to labor and social security laws.
	6. When the Institute deems the Professional Consultancy Contract to be concluded due to causes not attributable to the Consultant, the Institute shall pay the Consultant an amount corresponding to any services rendered or products generated as at that date.
	7. Any controversy arising from the execution of this Professional Consultancy Contract will be settled by common agreement between the Parties within a period not exceeding thirty business days.

If the Parties fail to reach agreement, they shall submit themselves unconditionally and irrevocably to the procedure and decision of an Arbitral Tribunal or Conciliation Committee made up of three arbiters, designated as follows: one arbiter appointed and financed by each of the Parties individually, and a third appointed by mutual agreement and financed by the Parties. It is understood that the Arbitral Tribunal may decide all questions of procedure in those cases in which the Parties do not agree on the matter in dispute. The decision of the Arbitral Tribunal shall be final. All arbitral decisions reached in accordance with the previous paragraph shall be final, without appeal and legally binding on the Parties. The provisions stipulated in this Clause shall replace any other procedure for settling disputes between the parties

**TEN**: Modifications to the Contract.  For all legal purposes, it is agreed that this Contract and its annexes shall supersede any other agreement or instruments on this matter. However, the Parties agree that any modification to the main Contract may be incorporated into same, by way of an addendum.

**ELEVEN:** Policy on Prohibited Practices/Anti-fraud and Anti-corruption. The Institute has instituted mechanisms to prevent, detect, report, and punish fraud and corruption, this being a critical component of its good governance and administration practices. In keeping with its Code of Ethics and values and the applicable law in the countries in which it operates, the Institute has a zero tolerance policy towards prohibited practices, fraud and corruption, which applies to its personnel, as well as to individuals and legal entities with which it has established relationships as part of different activities.

**TWELVE:** Privileges and Immunities.Nothing contained in this Contract or related to same is to be considered an express or tacit renunciation of the immunities and privileges, exonerations and benefits enjoyed by IICA and its personnel in accordance with international laws, treaties or international agreements or the national legislation of its Member States.

**THIRTEEN:** Policy for the Prevention of Money Laundering and Financing of Terrorism. The Institute has a policy for the prevention of money laundering and the financing of terrorism, for which compliance is mandatory for all individuals or legal entities carrying out activities for or on behalf of IICA.

**FOURTEEN:** Policy for the Management of Conflicts of Interest in the Institute. The Institute has a mandatory “Policy for the Management of Conflicts of Interest in the Institute”, which applies to all individuals and legal entities that are carrying out activities for or have been commissioned by IICA, consistent with the Institute’s Code of Ethics, values and the applicable law in its Member States.

**FIFTEEN:** For the Personal Data Protection Policy. Each of the Parties shall be advised that the information of the data subject or the contact person of the representatives and employees that are processed within the scope of this contract, as well as other information exchanged during the provision of services, shall be processed by the other Party to facilitate the development, execution and management of the contractual relationship for service provision. Data shall be processed specifically to ensure performance of the contractual relationship and shall be kept for the duration of the contract and even after, until all obligations derived hereunder are delivered.

The respective personal data controllers shall be each of the companies provided with the data of the interested parties, whose contact information is included in the preamble of this contract.

The Parties may share personal data with: (i) Public Administrations and legal authorities to comply with IICA’s legal and fiscal obligations; (ii) auditing firms to comply with legal obligations regarding account auditing or due to any legitimate interest consistent with proper governance of the Company; and/ or (iii) third parties involved in managing the contractual activities, such as other IICA units, where necessary for the performance of the contract or at their request , and/or with providers that require access to personal data to provide services that have been outsourced to them by the Parties.

In cases in which the Parties must engage the services of providers in countries that do not have data processing legislation equivalent to IICA’s Personal Data Protection Policy, the contract will be finalized only after all the requirements established by IICA’s personal data protection regulations have been satisfied, while also applying the necessary guarantees and safeguards to preserve data privacy.

The Institute may send the contact data of the representatives and employees of the other Party to other IICA delegations and offices, where necessary for the execution or performance of a contract, and/or where necessary, at their request.

The data subjects may submit their request for access to their personal data, rectification, suppression, portability and restriction of processing or their objection to processing to the registered office of each Party and/or by sending it to the following email addresses data.protection@iica.int and \_\_\_\_\_\_\_\_\_.

In witness whereof the parties have signed this Contract in two original copies on the \_\_\_\_\_\_ day of the month of \_\_\_\_\_\_\_\_\_\_\_ of 20\_\_.

|  |  |  |
| --- | --- | --- |
| For the Institute |  | The Consultant |
| **[Name of representative]** |  | [NAME] |
| IICA Representative in [country] |  | Identification document |
| DIDI No. [number] |  | No. [number] |

**TERMS OF REFERENCE**

|  |  |
| --- | --- |
| **Consultant:** | *[Name of consultant]* |
| **Type:** | *[National or international]* |
| **Start date:** | *[Start date of the consultancy services]* |
| **End date:** | *[End date of the consultancy services]* |
| **Total fees:** | *[amount]* |

1. **Background and justification**
2. **Objective of the consultancy[[1]](#footnote-1)**
3. **Activities and work schedule**

|  |  |
| --- | --- |
|  | **20\_\_** |
| **Activities** | **June** | **July** | **August** | **n…** |
|   |   |   |   |   |
|   |   |   |   |   |

1. **Travel:**

The cost of any travel and tickets that are agreed on will be included in the total fees or covered by the Institute in addition to the fees for professional services.

|  |  |  |
| --- | --- | --- |
| **Product** | **Due date** | **Description of product** |
|  |  |  |

1. **Expected products[[2]](#footnote-2)**
2. **Payment method:**
* **First payment**: [15%] of the total consultancy fee, equivalent to [amount in words] [(amount in numbers)], upon receipt and approval of the [XX] products to the entire satisfaction of IICA and upon submission of the relevant invoice. [Due date].
* **Interim payment**: [65%] of the total consultancy fee, equivalent to [amount in words] [(amount in numbers)], upon receipt and approval of the [XX] products to the entire satisfaction of IICA and upon submission of the relevant invoice. [Due date].
* **Final payment**: [20%] of the total consultancy fee, equivalent to [amount in words] [(amount in numbers)], upon receipt and approval of the [XX] products to the entire satisfaction of IICA and upon submission of the relevant invoice. [Due date].

*----------------------------------------Last line / Terms of Reference-------------------------------------*

1. An objective is an end one aspires to achieve in a given situation. At the very least, it must be specific, measurable and time-bound. [↑](#footnote-ref-1)
2. A product is a good or service that, in this case, the consultant delivers to the Institute and that, individually or together with other products, allows for achieving the objective of the consultancy. [↑](#footnote-ref-2)