**CONTRACT FOR THE PROVISION OF SERVICES**

We (***name of the person, company, or registered name****),* with corporate ID *(number),* represented for the purposes of this Contract by Mr./Mrs./Ms. (***name of person who appears as the authorized legal representative on the date on which the contract is signed***), in his/her capacity as *(Position with the company), (identity card number, profession, marital status and exact place of residence),* hereinafter referred to as “**THE CONTRACTOR,**” and the **Inter-American Institute for Cooperation on Agriculture**, with corporate ID (*number*), represented for the purposes of this contract by Mr./Mrs./Ms. *(name of authorized official)* in his/her capacity as *(Position* *at Headquarters or in IICA Delegation), (identity card number),* who resides in (*place of residence*)*,* hereinafter referred to as **“THE INSTITUTE”** or “**THE CONTRACTING PARTY,”** hereby agree to the following:

**DECLARATIONS**

**I.**  The “**CONTRACTOR,”** through its representative, declares that:

1. It is a (*commercial company)* incorporated by public deed number (…) dated (…) of (…) of (…), duly deposited with the Public Registry.
2. It is legally authorized and possesses the financial resources necessary to enter into the present Contract and provide the **CONTRACTING PARTY** with the services specified herein, services that in the text of this Contract shall be identified simply as the “**SERVICES**” or the “**SERVICES CONTRACTED FOR**” *(services to be provided).*

**II.**  The “**CONTRACTING PARTY**” declares:

That IICA is the international agency of the Inter-American System specializing in agriculture. Founded more than 70 years ago, its mission is “to encourage, promote, and support the efforts of [its] Member States to achieve their agricultural development and rural well-being by means of international technical cooperation of excellence.”

1. The declarant has the authority to sign contracts on behalf of the Institute that he/she represents, and said authority has not been revoked or limited in any way.
2. *(If the contract is financed with external funds, state that fact and include the name of the project).*

**AGREE**

Based on the above declarations, the parties agree to be bound by the following clauses:

**ONE:** **THE SERVICES TO BE PROVIDE****D**

The **Services Contracted For** consist of *(…),* as detailed in **Annex A** of this Contract and in the Tender presented by **THE CONTRACTOR**, which are an integral part of this Contract and the property of the Institute. (\*\* Annex A should contain full details of the services required by IICA, such as “Terms of reference” \*\*)

**TWO:** **COST AND METHOD OF PAYMENT FOR THE SERVICES CONTRACTED**

**THE CONTRACTING PARTY** shall pay **THE CONTRACTOR** for the services agreed in this Contract the total sum of (numbers and letters), in …. (currency or exchange rate in effect at the time of the payment).

***2.1*** ***Method of payment***

*a.* *A first payment of … (in letters), upon receipt by IICA, to its entire satisfaction of (product, deliverable or stage completed).*

*b.* *A second payment of … (in letters),* *upon receipt by IICA, to its entire satisfaction of (product, deliverable or stage completed).*

*c.* *(specify the number of payments, the amount of each payment, and the product or service to be delivered in return for each one)*

***2.2.*** ***Billing***

**THE INSTITUTE** shall settle the invoices received for the services provided by **THE CONTRACTOR** no more than (*days)* after they are received and pursuant to the payment schedule agreed in Clause *(2.1)* of this Contract. All invoices submitted by **THE CONTRACTOR** shall comply with the country’s applicable fiscal laws (*and not include taxes, if the Delegation is authorized to apply the exemption immediately).*

**THREE.** **RESCISSION OF THE CONTRACT**

The contract may be rescinded before its expiration date by either party by giving (*days*) written notice. In such a case, **THE CONTRACTOR** shall receive, with the prior agreement of **THE CONTRACTING PARTY,** payment for the service provided up to that point, and shall receive only the sum corresponding to the stage that has been completed.

**FOUR.** **RELATIONSHIP BETWEEN THE PARTIES**

At no time shall the present contract be construed or interpreted as constituting a partnership, co-investment, joint venture, representation, or an agency or commission relationship between the parties. The parties agree that at no time does the present contract grant **THE CONTRACTOR** any right or authority to assume or create an obligation or liability, either express or tacit, on behalf of, or at the expense of, **THE CONTRACTING PARTY**, since the legal relationship that exists between **THE CONTRACTOR** and **THE CONTRACTING PARTY** is that established under the present Contract for the delivery of …. services.

**FIVE.** **CONFIDENTIALITY**

**THE CONTRACTOR** is strictly prohibited from disclosing or disseminating among third parties, by any means, the confidential information to which it may have access or learn about from the personnel at its service or through any other means, resulting from the delivery of the services that are the object of this contract, including information that might come to the attention of **THE CONTRACTOR** through its access to the computer systems of the **CONTRACTING PARTY,** or its technical manuals.

In any event, upon termination of the present contract **THE CONTRACTOR** is obliged to hand over immediately to the **CONTRACTING PARTY** all confidential documentation with which it may have been supplied or to which it may have had access in delivering the **SERVICES CONTRACTED FOR**.

This confidentiality obligation shall take effect from the signing of this Contract and remain binding for (*years*) following its termination.

**SIX.** **ACTS OF GOD AND FORCE MAJEURE**

Neither party shall be responsible to the other for delays in the fulfillment or non-fulfillment of their obligations due to force majeure, including, without limitation, a state of war, revolts, civil unrest, fires, illegal strikes, accidents, electrical failures, acts of governments or civil authorities and acts of God or other causes beyond the control of the **CONTRACTING PARTY** or **THE CONTRACTOR.** Notwithstanding the above, the parties shall make every effort to mitigate the effects of the act of God or force majeure in question.

**SEVEN.****AMENDMENTS AND ADDENDA TO THE CONTRACT**

For all legal purposes, it is agreed that the text of the present Contract and its annexes, duly signed by both parties, constitutes the entire agreement between the parties, and supersedes any earlier agreements or declarations, written or oral, unless they are incorporated into this Contract by mutual agreement between them during the life thereof, by means of addenda.

**EIGHT.** **EFFECT**

The present contract shall take effect on the day on which it is signed and shall expire on (…), upon delivery of all the **SERVICES** described in **Annex A** *(and in the tender submitted by* ***THE CONTRACTOR****)***,** to the Institute’s entire satisfaction and upon payment in full of all the invoices issued, with neither party having any claim against the other.

**NINE.** **POLICY ON PROHIBITED PRACTICES/ANTI-FRAUD AND ANTI-CORRUPTION**

IICA 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.

**TEN.** **Policy for the Prevention of Money Laundering and Financing of Terrorism**.

IICA has a Policy for the Prevention of Money Laundering and Financing of Terrorism that must be enforced for all individuals or companies conducting activities for or on behalf of the Institute.

**ELEVEN. PRIVILEGES AND IMMUNITIES**

Nothing contained in or related to the present Contract shall be deemed a waiver, express or implied, of any of the privileges, immunities, exemptions and facilities that **THE INSTITUTE** and its personnel enjoy under international law, treaties or international agreements, or the national legislation of its Member States.

**TWELVE.** **SETTLEMENT OF DISPUTES**

Any query arising from the application of the present Contract shall be settled through conciliation within (*days*), in which case the agreement drawn up by the parties shall become an addendum to this Contract, should any clause agreed in the Contract be amended.

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.

**THIRTEEN. POLICY FOR THE MANAGEMENT OF CONFLICTS OF INTEREST WITHIN THE INSTITUTE**

IICA has a “Policy for the management of conflicts of interest at IICA”, which governs all individuals and companies conducting activities for or on behalf of the Institute, and which is consistent with its Code of Ethics, its values and the applicable law in each of the Member States of the Institute.

**FOURTEEN. 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.

IICA 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: […] and [data.protection@iica.int]

Having duly read and understood the content and scope of the present Contract, the two parties ratify and sign duplicate copies in (*city*), on the (*day*) of (*month*) of the year (*year*).

|  |  |
| --- | --- |
| **THE CONTRACTOR**(*name of person, company or business name)**(Position held with the company)**(identity card number)*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **THE CONTRACTING PARTY**(*name of authorized staff member*)*(Position) (identity card number)*INTER-AMERICAN INSTITUTE FOR COOPERATION ON AGRICULTURE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**ANNEX**

**TERMS OF REFERENCE**

**CONTRACT FOR PROVISION OF SERVICES**

**CONTRACTOR:** \_\_\_\_\_,

**START:** \_\_\_ of \_\_ of 20\_\_\_

**END:** \_\_\_ of \_\_\_ of 20\_\_\_

**HONORARIA:** \_\_\_\_\_\_\_\_\_, (SPELLED OUT), payable in two tranches of \_\_\_\_\_\_\_\_, (SPELLED OUT) each, 50% on signing of the Contract and the remaining 50% subject to the provision of the contracted services, the approval of **THE INSTITUTE** and on submission of the respective digital invoice.

**FUNDING:** To be determined

**CONTRACTOR’S**

 **ACCOUNT: \_\_\_\_\_\_\_**,

1. **BACKGROUND AND JUSTIFICATION:**
2. **PURPOSE OF THE CONTRACT:**

**III. CONTRACT DURATION:**

This contract is valid for \_\_\_\_\_\_\_, commencing on \_\_\_\_\_\_, and ending on \_\_\_\_\_\_\_. Either Party can terminate this Contract, by giving the other fifteen days written notice.

1. **PROFILE OF THE CONTRACTOR:**
2. **CONTRACTED SERVICES:**
* \_\_\_\_
* \_\_\_\_
* \_\_\_\_
1. **EXPECTED PRODUCTS:**
* **\_\_\_**
* **\_\_\_**
* **\_\_\_**
* **\_\_\_**
1. **MONITORING:**

**THE CONTRACTING AGENCY**, through its **\_\_\_\_\_**, shall be responsible for coordinating, at all times, the services covered by this Contract and for providing **THE CONTRACTOR** with any written observations or recommendations required for the efficient execution of this Contract and its Terms of Reference.

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