

CONTRACT

BETWEEN

**<<<Full name of Consultant>>>
<<<Registered Address>>>**

AND

LIRNEasia, 12 Balcombe Place, Colombo 0800 Sri Lanka

for the conduct of

<<Study Name>>

<<Date>>

CONTRACT

THIS CONTRACT (hereinafter called the "Contract") is entered into this <<date>> by and between LIRNEasia, having its principal place of business at 12 Balcombe Place, Colombo 0800, Sri Lanka (hereinafter called the "Client") and <<<Name of the Consultant>>>, having its principal office located at <<<Address of Consultant>>> (hereinafter called the "Consultant"),

WHEREAS,

- a) The Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services"); and
- b) The Consultant, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE THE PARTIES hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) General Conditions of Contract;
 - (b) Appendix A: Description of Services
 - (c) Appendix B: Schedule of Payments
2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in this Contract, in particular:
 - (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) The Client shall make payments to the Consultant in accordance with the provisions of the Contract.

For and on behalf of:

LIRNEasia

Helani Galpaya, CEO (LIRNEasia)

Date

For and on behalf of :

<<<Consultant>>>

<<<Name of signatory>>>

Date

<<<Designation of signatory>>>

GENERAL CONDITIONS OF CONTRACT

1. **Services** The Consultant shall perform the Services specified in **Appendix A, “Description of Services,”** which is made an integral part of this Contract (“the Services”).
2. **Term** The Consultant shall perform the Services according to the timeline set out in **Appendix A, “Description of Services,”** of the Contract, or any other period as may be subsequently agreed by the parties in writing.
3. **Payment**
 - 3.1. **Ceiling** For Services rendered pursuant to **Appendix A, “Description of Services,”** the Client shall pay the Consultant an amount not to exceed <<<**Total value of contract in words**>>> **United States Dollars (USD**<<amount in numbers>>). This amount has been established based on the understanding that it includes all of the Consultant’s costs including all relevant taxes.
 - 3.2. **Schedule of payments** For services rendered pursuant to the conduct of <<**Study Name**>>, the client shall pay the consultant as per **Appendix B, “Schedule of Payments.”**
 - 3.3. **Payment conditions** Payment shall be made in United States Dollars (USD) in accordance with Appendix B. The Client shall not be responsible for any currency fluctuation in the Consultant’s foreign currency denominated costs during the course of the Contract.
4. **Performance Standards** The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.
5. **Copyright and Use**
 - 5.1. **Copyright and ownership of Material** Any data, study reports or other material, graphic, software or otherwise (“the Material”), collected or prepared by the Consultant specifically for the Client under the Contract shall belong to and remain the property of the Client.
 - 5.2. **Use and Publication of Material**
 - (a) Subject to Clause 5.2(b), the Client may use and publish the Material in any way that it wishes.
 - (b) The Materials may not be used in legal proceedings. Client will not use or publish the Material in a misleading manner. Any conclusions from the data will be the sole responsibility of the Client.
 - (c) The Client may enter into contracts with third parties (“Third Parties”) which will result in the insertion of specific questions in the questionnaire. The Client reserves the right to vest ownership of the data resulting from those questions with the Third Parties. This data is to be treated as highly confidential, and, may not be used in any manner by the Consultant, without prior written permission of the Client. The Client will indicate in writing to the Consultant which questions are to be treated in this manner if any. Any Third Party use of such data shall be subject to the terms of this Contract.
6. **Ethical standards** Before an individual becomes a participant in the research detailed in **Appendix A, “Description of Services,”** (a “Subject of Research”), he/she shall be notified of:

- a) The aims, methods, anticipated and potential hazards of the research, if any;
- b) His/her right to abstain from participation in the research and his/her right to terminate at any time his/her participation; and
- c) The confidential nature of his/her replies

No individual shall become a Subject of Research unless he/she is given the notice referred to in the preceding paragraph and provides a freely given consent that he/she agrees to participate. No pressure or inducement of any kind shall be applied to encourage the individual to become a Subject of Research.

Proof of notification of the above (6a-6c) will be obtained by way of obtaining the Subject of Research's signature or for illiterate Subjects of Research some other suitable way determined in consultation with the Client

The identity of individuals from whom information is obtained in the course of the research shall be kept strictly confidential. At the conclusion of the term of the Contract, any information that reveals the identity of individuals who were Subjects of Research shall be destroyed unless the individual concerned has consented otherwise in writing. No information revealing the identity of any individual shall be included in the final report or in any other communication prepared in the course, or as a result of the research, unless the individual concerned has consented in writing to its inclusion beforehand.

Where Subjects of Research are to be photographed, prior consent from them will be obtained and documented.

Where contact information is to be obtained and recorded from the Subjects of Research, prior consent from the Subjects of Research to record this information on behalf of the Client will be obtained and documented. Such contact information shall be treated as strictly confidential.

When children are involved in the research, in addition to the requirements set out in the preceding paragraphs being complied with, children shall not be allowed to participate unless:

- i. Their parents or legal guardians have been counseled with respect to the children's participation in accordance with paragraphs 6(a), 6(b) and 6(c); and
- ii. Their parents or legal guardians have given their free, explicit, and informed consent to the participation of the children in the research.

Parents or legal guardians shall have the right to withdraw their children from the research at any time.

7. Extension of contract

This contract may be extended, subject to written agreement between the Consultant and the Client.

8. Assignment

The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent. In the event that the Consultant sub-contracts any portion of the Contract to third parties (Sub-contracted Parties),

the Client should be informed in writing of such Sub-contracted Parties before the Sub-contracted Parties are contracted by Consultant; credentials of the Sub-contracted Parties along with details of any prior working experience with Consultant should be provided to the Client; any objections by the Client shall be raised within ten (10) working days. The Consultant shall ensure that all terms and conditions on this Contract are enforced upon such Sub-contracted Parties.

9. Law Governing Contract and Language

The Contract shall be governed by the laws of Sri Lanka, and the language of the Contract shall be English.

10. Termination By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give not less than thirty (30) days' written notice of termination to the Consultant, and forty (40) days' in the case of the event referred to in (e).

(a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract or does not ensure quality of service expected under this contract, within fifteen (15) days after being notified or within any further period as the Client may have subsequently approved in writing.

(b) If the Consultant becomes insolvent or bankrupt.

(c) If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

(d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(e) If the Consultant fails to comply with any final decision reached as a result of any dispute resolution proceedings.

11. Termination By the Consultant

Notwithstanding anything to the contrary contained in these terms and conditions or any other agreements between the Parties hereto, the Consultant may without prejudice to any legal right or remedy which may be available to it for any breach or nonobservance by the Client of these terms and conditions, terminate this Contract by giving not less than thirty (30) days' written notice of termination to the Client, on any one or more of the following grounds:

(a) If the Client is in breach of the Client's obligations hereto.

12. Limitation of Liability

Consultant shall refund any fees paid for project deliverables that it fails to deliver. Consultant shall use reasonable efforts to correct errors that Client identifies in the information Consultant has delivered. If Client returns all copies of uncorrectable erroneous information delivered by Consultant, Consultant shall reimburse Client for its proven actual damages from such errors, up to an aggregate maximum not to exceed Consultant's charges for the erroneous information. Except for the liabilities specifically assumed in the foregoing sentences, the indemnification provisions of this Agreement and for breaches of confidentiality, neither party shall otherwise be liable, in contract, tort (including negligence) or otherwise, for any loss, expense or damage of any kind including, without limitation, direct, special, incidental or consequential damages, due to

any failure to furnish or delay in furnishing any services, any errors in any services, project deliverables or data, or their use by Client or others. These remedies are exclusive.

LIST OF APPENDICES

- Appendix A:** Description of Services <<as specified in the RFP, with adjustments according to the final agreed upon study parameters>>
- Appendix B:** Schedule of Payments <<as specified in the RFP, with adjustments according to the final agreed upon study parameters>>