



**Caribbean Community
Climate Change Centre**

DONOR: GREEN CLIMATE FUND (GCF)

PROJECT:

National Adaptation Planning for Integrated Water Resource Management in Belize

CONTRACT NAME :

Data Management Officer

March 2022

Contract # /2022/GCF/Belize/CCCCC

This contract is made between the **Caribbean Community Climate Change Centre**, having its principal place of business at **3rd Floor, David L. McKoy Business Centre, Bliss Parade, of Belmopan City, Belize** (*hereinafter referred to as “the Centre”*) acting hereinafter and represented by Colin Young, PhD, Executive Director on the one Part and

_____, of _____ (*consultant address*) (*hereinafter referred to as the Data Management Officer or “DMO”*) on the other Part.

Individually referred to as “the Party” and collectively as “the Parties”.

WHEREAS the Caribbean Community Climate Change Centre, has received financing from the Green Climate Fund (GCF) toward the cost of the project titled “**National Adaptation Planning for Integrated Water Resource Management in Belize**”.

AND WHEREAS **The National Hydrological Service** is the direct beneficiary under this Contract (*hereinafter referred to as “the Beneficiary”*);

AND WHEREAS in pursuance of the objectives of the project the Centre intends to apply part of the proceeds of the project towards this contract titled: “**Data Management Officer**”.

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Responsibilities of the DMO	<p>1.1 The Consultant shall perform the services specified in Annex I “Terms of Reference”, which is made an integral part of this Contract (<i>hereinafter referred to as “the Services”</i>);</p> <p>1.2 The Consultant shall provide his/her Curriculum Vitae in Annex II, (hereinafter referred to as “Key Personnel”);</p> <p>1.3 The DMO shall submit to the Centre the reports in the form and within the time periods specified in Annex III, (hereinafter referred to as “Consultant’s Reporting Obligations”);</p> <p>1.4 The Consultant shall be bound by the Confidentiality Agreement, Annex IV (hereinafter referred to as “the Confidentiality Agreement”);</p> <p>1.5 The Centre requires compliance with the provisions related to prohibited practices as set forth in Annex V (hereinafter referred to “Prohibited Practices”)</p>
2. Representations	<p>2.1 The DMO warrants to the Centre that:</p>

<p>and Warranties</p>	<p>i. the Responsibilities hereunder will be performed in a timely, professional and competent manner, with all due skill and care, and in accordance with applicable professional standards;</p> <p>ii. He/she has the authority and capacity to enter into this Contract.</p> <p>2.2 The DMO shall, if requested by the Centre, provide the Centre and/or its authorized Representative(s) with all such information in connection with the Responsibilities to be performed hereunder as the Centre may from time to time reasonably require it to do.</p> <p>2.3 The DMO acknowledges that the Centre's appointment of the DMO relies on the DMO's representations to the Centre in relation to the DMO's competence to perform the responsibilities contracted herein. The DMO confirms that such representations are true and accurate. The DMO shall notify the Centre immediately of any difference between such representations and the true and accurate position.</p> <p>2.4 The DMO undertakes to the Centre that she has performed and that she will continue to perform the Responsibilities with the intent that no act, omission or default of the DMO in relation thereto shall constitute, cause or contribute to any breach by the Centre of any such obligations as aforesaid.</p>
<p>3. Term</p>	<p>This Contract shall take effect from the date of its execution ("the Effective Date").</p> <p>The services shall be completed by the _____ March 2023 and the contract shall automatically terminate on _____ March 2023 ("the Expiration Date") or any other period as may be subsequently agreed by the Parties in writing. The DMO shall perform the Responsibilities during the Effective and Expiration Dates.</p>
<p>4. Remuneration</p>	<p>5.1. <u>Ceiling</u></p> <p>For Services rendered pursuant to Annex I, the Centre shall pay the Consultant an amount not to exceed _____ BZD as Professional fees and has been established based on the understanding that it includes all of the consultant fees, non-travel related costs, and profits as well as any tax obligation that may be imposed on the consultant.</p> <p>5.2 <u>Schedule of Payments – Professional Fees</u></p>

	<p>In consideration of the Responsibilities performed under this Contract, the Centre agrees to pay the Data Management Officer (DMO) a professional fee of gross _____ Belize Dollars per month <u>ONLY</u> upon the Centre’s acceptance of monthly project reports.</p> <p>5.3 <u>Payment Conditions</u></p> <p>Payment shall be made in United States Dollars, no later than 30 days following submission by the DMO of approved invoices. All invoices must be approved and recommended for payment by the National Adaptation Planning for Integrated Water Resource Management in Belize, Project Manager.</p> <p>If the Centre intends to withhold payment of any sum (or any part of any sum) due under the Agreement, it shall give the DMO notice of its intention to do so not later than one day before the final date for payment of that sum, specifying the amount proposed to be withheld and the ground for withholding it (or, if there is more than one ground, each ground and the amount attributable to it).</p>
5. Performance Standards	The DMO undertakes to perform the Responsibilities with the highest standards of professional and ethical competence and integrity.
6. Confidentiality	The DMO shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, Beneficiary or the Centre business or operations without the prior written consent of these agencies.
7. Contract Coordination	The DMO shall report to Centre’s designee for contractual and administrative purposes. The Centre’s designee shall be responsible for the coordination of activities under this Contract and for the receipt and acceptance of all reports as set out in Annex III of this Contract. The project core team of the Centre shall provide additional technical advice and inputs, day-to-day coordination and oversight for the performance of the Responsibilities under this Contract.
8. Conflict of Interest	<p>The DMO:</p> <p>8.1 Represents and warrants that he/ she has not been previously contracted by the Centre to perform the services (other than the Responsibilities) for a project that has originated from the Responsibilities or is closely related to them.</p> <p>8.2 Agrees that, during the term of this Contract and after its termination, the DMO may be disqualified from providing goods, works or services (other than the Responsibilities and any continuation thereof) for any project resulting from or closely related to the Responsibilities.</p>

	<p>8.3 Agrees, during the term of this Contract not to enter into any other contract for the provision of services that, by its nature, may be in conflict with the Responsibilities assigned to the DMO.</p> <p>8.4 Represents and warrants that he/she does not have a business or Family relationship with any member of the Centre’s staff who is directly or indirectly involved in any part of:</p> <ul style="list-style-type: none"> (i) the preparation of the TOR of the Contract, (ii) the selection process for such Contract, or (iii) supervision of such Contract, unless the conflict stemming from this relationship has been resolved in an acceptable manner.
9. Liability	No liability shall be attached to the Centre for any negligence, omission or default on the part of the DMO or for any act or omission by the DMO in the performance of the Contract.
10. Rights and Obligations	The rights and obligations of the DMO are strictly limited to the terms and conditions of this Contract. Accordingly, he/she shall not be entitled to any benefit, payments, subsidy, compensation, entitlement or other expenses except as expressly provided in this Contract.
11. Ownership of Material	All studies, reports or other material, graphic, software or otherwise, prepared by the DMO for the Centre under the Contract shall belong to and remain the property of the Centre. The DMO may retain a copy of such documents and software but shall not be allowed to disclose such information without the express written approval of the Centre
12. Cooperation	<p>The DMO agrees that after the execution of this Agreement, in consideration of the above-described payments, he/she shall reasonably cooperate with the Centre both during and after the termination of this Agreement; to:</p> <ul style="list-style-type: none"> (a) effect the transition of His/her responsibilities as required by the Centre, if this becomes necessary. (b) reasonably cooperate with and assist the Centre by providing information relevant to matters as to which he/she gained knowledge while carrying out his/her responsibilities under this Agreement.
13. Assignment	The DMO shall not assign or transfer the benefit of this Contract or any right or obligation under this Contract to any person without the prior written consent of the Centre and, in particular, but without limitation, the DMO shall not, without the prior written consent of the Centre sub-contract to any person the performance of any of the Responsibilities.

	The Centre shall be entitled to assign charge or transfer the benefit of this, all or any of its rights and obligations under this Contract
14. Performance Review	The Parties agree to, at the end of the first six (6) months, review the progress services against the TOR's objectives, service standards, performance measures and activity levels. The Parties will use their good faith efforts to resolve any issues concerning service standards or performance measures.
15. Leave Entitlement	All leave shall not exceed ten (10) working days per annum and shall be approved by the Centre. Sick leave entitlement shall be in accordance with the Belize Social Security .
16. Dispute Resolution	<p>16.1 If any dispute or difference arises in respect of this Contract, the DMO and the Centre shall attempt in good faith to resolve such dispute or difference promptly through negotiations between their respective representatives having authority to settle the same.</p> <p>16.2 Subject to the above the Parties agree that all differences or disputes of whatever nature arising under this Contract shall be referred to arbitration in accordance with the Laws of Belize.</p> <p>16.3 Unless the Centre determines or suspends the operation of this Appointment the DMO shall be obliged to continue to perform and complete the Services during the course of any proceedings.</p>
17. Notice of Termination	<p>17.1 This Contract may be terminated:</p> <ul style="list-style-type: none"> i. By the Centre without cause and without liability, by giving 30 days' written notice of such termination to the DMO. ii. By either Party by giving two weeks' written notice of such termination to the other Party in the event of a material breach by the other Party. "Material breach" shall include any breach that a Party has failed to cure within five business days after receipt of written notice by the other Party and an act of gross negligence or wilful misconduct of a Party. iii. By either party if the carrying out of the whole or substantially the whole of the duties and responsibilities under this Agreement is suspended for a continuous period of 30 days by reason of force majeure or civil commotion. Force Majeure" shall mean any event beyond the reasonable control of the Parties, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include but not

	<p>be limited to war, insurrection, riot, civil unrest, sabotage, boycott, embargo, explosion, fire, earthquake, flood, unavoidable accident, epidemic, act of God, action or inaction of any governmental official or agency (civil or military) and refusal of any licences or permits, if properly applied for.</p> <p>17.2 As a result of agreement of the Parties to terminate and force majeure. If the Contract is terminated upon these grounds, the Centre shall pay the DMO for any deliverables submitted for Services satisfactorily performed in accordance with Clause 4 and Annexes I and III.</p> <p>17.3 Upon the effective date of termination of this Contract, all legal obligations, rights and duties arising out of this Contract shall terminate except for such legal obligations, rights and duties as shall have accrued prior to the effective date of termination and except as otherwise expressly provided in this Contract.</p>
18. Relationship	<p>18.1 The DMO expressly understands, acknowledges and agrees that this is a limited duration arrangement which has arisen directly out of the requirements of the project titled “National Adaptation Planning for Integrated Water Resource Management in Belize”.</p> <p>18.2 Nothing in this Contract shall be construed as creating a partnership, joint venture or agency relationship between the Parties, or as authorizing either Party to act as agent for the other or to enter into any contracts on behalf of the other Party. As such, the DMO is not authorized to bind or commit the Centre, either actually or apparently, in any manner whatsoever, without express prior written authority from the Centre to do so.</p>
19. Applicable Law	<p>19.1 The Contract shall be governed and construed in accordance with the Laws of Belize.</p> <p>19.2 All disputes between the parties as to the validity, execution, performance, interpretation or termination of this Contract shall be submitted to Arbitration in accordance with the Laws of Belize.</p> <p>19.3 All Schedules attached to this Contract are incorporated herein and shall be part of this Contract.</p> <p>19.4 Except as otherwise provided herein, the DMO shall not assign this Contract without the prior written consent of the Centre.</p>
20. Alterations	<p>20.1 All additions, amendments and variations to this Contract shall be binding only if in writing by way of Addendum and signed by the</p>

	<p>duly authorised representatives both of the Centre and the Consultant.</p> <p>20.2 This Contract supersedes any previous Contract or arrangements between the Parties in respect of the Services (whether oral or written) and represents the entire understanding between the Parties in relation thereto.</p> <p>20.3 Notwithstanding the date of this Contract, it shall have effect as if it had been executed upon the actual commencement of the services by the Consultant.</p>
21. Entire Agreement	This Contract and the Annexes attached hereto constitute the entire agreement between the Parties and supersede all previous negotiations, understandings and agreements, verbal or written with respect to any matters referred to in this Contract except as specifically set out in this Contract. the Annexes hereto form an integral part of this Contract and are incorporated by reference herein.
22. Counterparts	This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement. To evidence the fact that it has executed this Agreement, a party may send a copy of its executed counterpart to the other party by electronic transmission and the signature transmitted by such transmission shall be deemed to be that party's original signature for all purposes.

IN WITNESS WHEREOF, this Contract has been signed on behalf of the **Caribbean Community Climate Change Centre** by its duly authorised representatives and by _____

For: the Centre

For: The Consultant

COLIN YOUNG (PhD)
EXECUTIVE DIRECTOR
CARIBBEAN COMMUNITY
CLIMATE CHANGE CENTRE

Witness _____

Witness: _____

Date: _____

Date: _____

Annex I
“Terms of Reference,”

Annex II
“Key Personnel”

Annex III
“Consultants Reporting Obligations”

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Annex IV
Confidentiality Agreement

This CONFIDENTIALITY AGREEMENT forms part of the agreement it is attached to (the “Agreement”) Annex IV.

Both the CCCCC and the Contractor may disclose information to one another which they each desire that the other hold in confidence in accordance with the terms of this CONFIDENTIALITY AGREEMENT and the Agreement. As a result, the parties agree that:

1. Except as otherwise provided in this CONFIDENTIALITY AGREEMENT, the party receiving confidential information (the “Recipient”) will neither:

- (a) release to any person other than its employees, officers and directors, agents, auditors, consultants, advisors and legal counsel who, without compromising the disclosure of information required for employees’ normal use of internal information systems, need to know such information for the purpose of fulfilling the terms and conditions of the Agreement (it being understood that such persons shall be informed of the confidential nature of such information and shall be directed to treat such information in accordance with the terms of this CONFIDENTIALITY AGREEMENT and the Agreement); nor
- (b) use in any manner not connected with the Agreement, any non-public information, received from the party disclosing confidential information (the “Disclosing Party”) pertaining to the Agreement (including any documentation, spreadsheets, correspondence, memoranda, notes, analyses or financial data and including information provided in electronic form or by oral communication) which is legibly marked or otherwise clearly identified by the Disclosing Party, either in writing or verbally (including by electronic means) as confidential at the time of its receipt by the Recipient (“Confidential Information”).

2. The Recipient shall exercise in relation to the Confidential Information no lesser security measures and degree of care than that which a commercial corporation acting reasonably under similar circumstances would exercise in relation to its own confidential information.

3. This CONFIDENTIALITY AGREEMENT shall not apply to any Confidential Information which is:

- (a) disclosed by a Party or its Representatives pursuant to the requirements of law, regulation, or instruments thereunder or in connection with any legal proceedings;
- (b) disclosed by a Party or its Representatives pursuant to the requirements of CCCCC’s international commitments;
- (c) requested by any governmental agency or other regulatory authority (including any self-regulatory organization having or claiming to have jurisdiction);
- (d) in the public domain at the time of its disclosure, or subsequently made available to the general public by a person other than the Recipient, or by the Recipient, but only to the

extent that in making such information public, the Recipient was not in breach of this Agreement;

- (e) independently developed by the Recipient;
- (f) already in the possession of the Recipient at the time of its disclosure by the Disclosing Party to the Recipient under this Agreement;
- (g) disclosed to the Recipient (or substantially identical to information disclosed to the Recipient) by a source other than the Disclosing Party, provided that the source of information is not known to the Recipient to be bound by any obligations of confidentiality which prohibit disclosure of such information;
- (h) used or disclosed by the Recipient with the prior written approval of the Disclosing Party; or
- (i) required to be disclosed pursuant to CCCCC's Disclosure Policy. Nothing in this CONFIDENTIALITY AGREEMENT shall prohibit CCCCC's disclosure, following the signing of the Agreement, of the following information: the name of the Contractor Firm, the amount of the total fees paid by CCCCC to the Contractor under the Agreement; and a general description of the Services and Deliverables;

and any such information shall be deemed not to be Confidential Information for the purpose this CONFIDENTIALITY AGREEMENT; provided that if any portion of the Confidential Information falls within any one of the above exceptions, the remainder of such Confidential Information will continue to be subject to the prohibitions and restrictions set forth in Section 1.

- 4. Specific items and details of Confidential Information shall not be deemed to be within any of the exceptions in Section 3 only because such item or detail is generally referred to in more general information that falls within such exception.
- 5. The parties consent to the Recipient's non-exclusive use of e-mail and any other electronic means of transmission for any disclosure of Confidential Information that is allowed by the terms of this CONFIDENTIALITY AGREEMENT and agree that unauthorized third party interception of Confidential Information so transmitted will not constitute a breach of the Recipient's obligations under this CONFIDENTIALITY AGREEMENT. For greater certainty, this Section is not intended to limit disclosure by any other means.
- 6. The Recipient shall be responsible only for direct damages caused to the Disclosing Party by any disclosure of Confidential Information in breach of this CONFIDENTIALITY AGREEMENT. The Disclosing Party shall not be entitled to recover from the Recipient any amount on account of any indirect, special or consequential damages as a result of any action or failure to act under or in respect of this CONFIDENTIALITY AGREEMENT.
- 7. The parties agree that the party which has suffered or would suffer by the breach of this CONFIDENTIALITY AGREEMENT by the other, may, subject to applicable law, be entitled to immediate equitable relief, including injunction and specific performance, as remedies for any such breach. Such remedies shall, subject to applicable law, not be deemed to be the exclusive remedies available for any such breach but shall be in addition

to all other remedies available at law or in equity. By entering into this Agreement, the CCCCC is not waiving any rights which it may have pursuant to applicable law.

8. All documents, drawing, spreadsheets, data and writings (including electronic materials) disclosing Confidential Information and all copies thereof shall be returned promptly by the Recipient upon receipt of a written request from the Disclosing Party or at any time by the Recipient in its discretion and any copies that have been made will (subject to the requirements of applicable law and internal audit purposes in the case of which the terms of this CONFIDENTIALITY AGREEMENT shall continue to apply to the Confidential Information not so dealt with) be destroyed in accordance with the Recipient's procedure for destruction of similar confidential material; however, the undertakings set forth in this section shall not apply to Confidential Information furnished to the CCCCC in connection with transactions entered into by the CCCCC including any financing, insurance or other arrangements whatsoever. The Parties' obligation to protect Confidential Information in accordance with this CONFIDENTIALITY AGREEMENT shall survive such return or destruction of the Confidential Information.
9. This CONFIDENTIALITY AGREEMENT constitutes the entire understanding and agreement of the Parties relating to the protection of Confidential Information. No rights or obligations other than those expressly recited herein are to be implied from this Agreement, or otherwise, and the Parties, to the extent permitted by the governing law of this CONFIDENTIALITY AGREEMENT, agree that this CONFIDENTIALITY AGREEMENT shall be the sole and exclusive source of their rights against each other in relation to Confidential Information.
10. This CONFIDENTIALITY AGREEMENT may be terminated at any time by mutual agreement of the parties and unless earlier terminated, this CONFIDENTIALITY AGREEMENT shall expire three (3) years from the Effective Date. On a single occasion, at any time before its expiration or termination, either party may extend this CONFIDENTIALITY AGREEMENT for one year by written notice (by electronic means or otherwise) to the other party, which notice shall be effective upon receipt.

The parties hereto have each executed this CONFIDENTIALITY AGREEMENT by their respective duly authorized officers.

Agreed to:
Caribbean Community Climate Change Centre

Agreed to:
Data Management Officer

By _____
Authorized Signature
Date
Name: Colin Young (PhD)

By _____
Authorized Signature
Date
Name:

Annex V Prohibited Practices

The Centre requires that all individuals bidding for or participating in a project executed by the Centre including, *inter alia* bidders, suppliers, contractors, consultants, and concessionaries (including their respective officers, employers and agents), adhere to the highest ethical standards, and report to the Centre all suspected acts of Prohibited Practice of which they have knowledge or become aware both during the bidding process and throughout negotiation or execution of a contract which include acts of:

- i. corrupt practice
- ii. fraudulent practice
- iii. coercive practice
- iv. collusive practice
- v. obstructive practice
- vi. abuse
- vii. financing of terrorism
- viii. retaliation against Whistle-blowers or Witnesses
- ix. money laundering
- x. tax evasion

The definitions set forth below involve the most common types of Prohibited Practice but are not exhaustive. For this reason, the Centre shall also take action in the event of any similar deed or complaint involving alleged acts of Prohibited Practice, even when these are not specified in the following list.

(a) In pursuance of this policy, the following terms are defined

- i. A *corrupt* practice is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of another party.
- ii. A *fraudulent* practice is any act or omission, including a misrepresentation, which misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
- iii. A *coercive* practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or property of the party to influence the actions of a party; and
- iv. A *collusive* practice is an arrangement between two or more parties designed to achieve an improper purpose, including: to influence improperly the actions of another party.
- v. An *obstructive* practice is:
 - destroying, falsifying, altering or concealing of evidence material to a Centre investigation or making false statements to investigators deliberately in order to materially impede investigations into allegations of a corrupt, coercive or collusive practice.

- threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Centre investigation or from pursuing the investigations or
- acts intended to impede the exercise of the Centre's contractual rights of audit or inspection provided or access to information.
- vi. *Abuse* means theft, misappropriation, waste or improper use of property or assets related to the Centre or a Centre-financed project, either committed intentionally or through reckless disregard.
- vii. *Financing of Terrorism* is defined an activity that is associated with the fundraising of funds for terrorist groups which utilize the funds to carryout acts of terror in our society (further defined in the Centre Policy on Money Laundering and Financing of Terrorism Policy)
- viii. *Retaliation against Whistle-blowers and Witnesses* means any detrimental act, direct or indirect, recommended, threatened or taken against a Whistle-blower or Witness, or person associated with a Whistle-blower or Witness, because of his or her report of suspected wrongdoing.
- ix. *Money Laundering* is defined as illicit activities that allow perpetrators to conceal or disguise the identity of funds so that these funds can be introduced into economies as legitimate proceeds. (further defined in the Centre Policy on Money Laundering and Financing of Terrorism Policy)
- x. *Tax evasion* means the illegal non-payment or underpayment of tax.

- (b) If it is demonstrated that any firm, DMO or individual bidding for or participating in a Centre-financed project including, bidders, suppliers, contractors, sub-contractors, consultants and concessionaires, or including respective officers, employees, and agents of the Centre has engaged in an act or acts of Prohibited Practices, the Centre may:
- (i) withdraw offer for award of contract for works, goods, and related services.
 - (ii) suspend disbursement for the operation already in progress.
 - (iii) prohibit an individual, entity or firm, either permanently or for a stated period of time, from being awarded or participating in contracts pertaining to projects executed by the Centre except under such conditions as the Centre deems to be appropriate.