DANISH REFUGEE COUNCIL

CONSULTANCY CONTRACT

CONTRACT NUMBER: ***[INSERT CONTRACT NUMBER]***

This Consultancy Contract (the "**Contract**") is made and entered into this ***[insert date]*** by and between:

Danish Refugee Council
Office, ***[insert country/region name]***
[insert DRC country/regional office address]
[insert city, country]
Contact person: ***[insert title & name]***
Tel: ***+[insert country code & telephone]***
E-mail: ***[insert email]***@drc.ngo

Hereinafter referred to as the "**DRC**"

And

[insert Contractor company name, include legal form of company, eg LLP, GmbH, A/S]
[insert Contractor company address]
Contact person: ***[insert title/name]***
Tel: ***+[insert country code and telephone of Contractor company]***
E-mail: ***[Contractor company email address]***

Hereinafter referred to as the "**Contractor**"

Bank name: ***[insert Contractor company bank name]***
Bank address: ***[insert Contractor company bank address]***
SWIFT/IBAN.: ***[insert Contractor company bank SWIFT/IBAN]***
Account number: ***[insert Contractor company bank account]***
Account Currency: ***[insert 3-lettered currency]***

Hereinafter, DRC and the Contractor are also referred to individually as the "**Party**" and collectively as the "**Parties**".

NOW, the Parties agree as follows:

1. ENGAGEMENT AND SERVICES:

1.1 **ENGAGEMENT:** DRC engages the Contractor to provide and perform the services as stated in the Terms of Reference (the "**Services**") attached to this Contract as Annex B. The Contractor accepts the engagement.

1.1.1 The Parties agree that this Contract creates an independent contractor relationship, not an employment relationship.

1.1.2 The Contractor is solely responsible for declaring any income resulting from, and to pay any taxes related to this Contract as per the tax legislation in the country of assignment.

1.2 **STANDARD OF SERVICES:** All Services to be provided by the Contractor shall be performed with promptness and diligence in a workmanlike manner and at a level of proficiency to be expected of a Contractor with the background

and experience that the Contractor has represented it has. DRC shall provide access to its information, property and staff as may be reasonably required in order to permit the Contractor to perform the Services.

1.3 **TOOLS, INSTRUMENTS AND EQUIPMENT**: The Contractor shall provide its own tools, instruments and equipment and place of performing the Services, unless otherwise agreed between the Parties

1.4 Any tools, instruments or equipment purchased by the Contractor for which the purchasing costs are included in this Contract, shall be retained as DRC property following the completion of the work assignment.

2. CONTRACT TERM:

2.1 The Contractor will perform the Services during the period commencing ***[insert date]*** through to ***[insert date]*** (the "**Due Date**"), unless terminated earlier by either Party pursuant to Clause 10, being a total number of ***[insert number]*** working days (the "**Contract Term**"). The Parties have agreed to a draft travel itinerary, attached to this Contract as Annex D.

2.2 **EXTENSION:**

2.2.1 The Contractor may request DRC's consent, which shall not be unreasonably withheld, to an extension of the Contract Term if the Services are delayed due to any of the following reasons:

(a) DRC has requested a change to the Services;
(b) changes in the security situation in the country where the Services are being provided necessitate changes to travel plans; or
(c) DRC fails to make necessary decisions or present material or other contributions within the agreed time frames.

2.2.2 The Parties recognise that there may be need for flexibility in the Contract Term. The Contractor may, therefore, request an extension of the Contract Term which DRC may, in its sole discretion, approve.

2.2.3 Any extension of the Contract Term pursuant to this Clause 2.2 shall be in writing, signed and dated by the Parties.

3. ACTIVITIES: The Contractor's responsibilities shall include, without limitation, the activities (the "**Activities**") as stated in the Terms of Reference attached to this Contract as Annex B.

4. EXPECTED OUTCOMES:

4.1 Before or on the Due Date, the Contractor shall furnish to DRC the deliverables (the "**Deliverables**") as listed and explained in the Terms of Reference attached to this Contract as Annex B.

4.2 On or before the Due Date, the Contractor shall submit to DRC all materials collected during the performance of the Services.

5. POINT OF CONTACT:

5.1 While at the ***[insert country]*** DRC office, the Contractor's point of contact shall be ***[insert name]***, ***[insert job title].***

5.2 While in the field, the Contractor's point of contact shall be ***[insert name]***, ***[insert job title]*** and for all administrative purposes, the ***[insert job title]***. While in the field, the Contractor shall adhere to DRC security rules and procedures.

6. PRICE: In full consideration of the complete and satisfactory performance of the Services under this Contract, DRC shall pay the Contractor a total contract price of not-to-exceed:

[insert currency] [insert amount in words] [(insert amount in figures)] (the "**Price**").

6.1 The Price includes a fixed consultancy fee, fixed administrative expenses, costs for international and local flights, the calculation of which is attached to this Contract as Annex D (the "**Calculation of Costs**").

6.2 ***[OPTIONAL – DELETE IF NOT APPLICABLE]*** **WITHHOLDING TAX:** DRC will in accordance with the ***[insert relevant country's revenue or tax authority name]*** regulations take appropriate actions to comply with the relevant obligations stipulated by the above authorities.

7. **PAYMENT:** The payment of the Price to the Contractor shall be governed by the General Conditions of Contract attached as Annex A to this Contract, except as follows:

7.1 The Price will be paid in the following manner:

7.1.1 DRC will pay the first instalment of ***[insert number]***% (or ***[insert currency] [insert amount]***), but no more than 30% of the Price, to the Contractor's bank account no later than thirty (30) calendar days following the date this Contract is signed and upon presentation of an invoice.

7.1.2 ***[OPTIONAL – DELETE CLAUSE 7.1.2 IF NOT APPLICABLE]*** DRC will pay the second instalment of ***[insert number]***% (or ***[insert currency] [insert amount]***) of the Price, to the Contractor's bank account no later than thirty (30) calendar days following the satisfactory completion of Deliverable ***[insert number of Deliverable from List of Deliverables in Terms of Reference]***, Deliverable ***[insert number of Deliverable from List of Deliverables in Terms of Reference]*** and Deliverable ***[insert number of Deliverable from List of Deliverables in Terms of Reference]*** as outlined in the Terms of Reference attached to this Contract as Annex B, and upon presentation of an invoice.

7.1.3 DRC will pay the ***[insert number, ie second OR third]*** and last instalment of ***[insert number]***% (or ***[insert currency][insert number]***) of the Price, to the Contractor's bank account no later fourteen (30) calendar days following the full and satisfactory completion of the Services and upon presentation of an invoice.

7.2 DRC shall have the discretion to impose a penalty on or withhold the last instalment of the Price for any of the following reasons:

7.2.1 The final report submitted by the Contractor is in the opinion of DRC of sub-standard quality.

7.2.2 The final report submitted by the Contractor requires editing such that DRC incurs additional costs or additional time in editing the report to bring it to an acceptable standard.

7.2.3 The final report is submitted after the Due Date indicated in Clause 2.1 above and it is determined that the delay has been caused by the Contractor.

7.3 The fees of the Contractor are expressed in gross amounts. The Contractor is responsible for determining its tax liabilities and for the payment of any taxes and/or duties, in accordance with local laws. DRC will not reimburse the Contractor for any taxes, duty or other contribution payable by the Contractor.

8. **TRAVEL:** If the performance of the Services requires the Contractor to travel to field missions, the following shall apply:

[OPTION 1 - WHEN THE CONTRACTOR ORGANIZES TRAVEL – DELETE OPTION 2]

8.1 The Contractor shall organise and pay for the costs of all travel related expenses, including hotel accommodation. The calculated costs for travel and hotel accommodation are included in the calculation of costs attached to this Contract as Annex D. The Contractor shall complete the DRC Travel Clearance Request and obtain approval thereof

prior to commencing the travel. The ***[insert name]*** DRC office will be responsible for arranging and covering the costs of:

(a) Organising pick-up and drop-off as required. ***[OPTIONAL – DELETE IF NOT APPLICABLE]***
(b) Assisting in hotel bookings, if required. ***[OPTIONAL – DELETE IF NOT APPLICABLE]***
(c) Providing safety briefings, if required.
(d) Organising local transport, if required. ***[OPTIONAL – DELETE IF NOT APPLICABLE]***
(e) Assisting in arranging interviews with stakeholders and facilitating access to people of concern. ***[OPTIONAL – DELETE IF NOT APPLICABLE]***

[OPTION 2 – WHEN DRC ORGANIZES TRAVEL – DELETE ALL OF OPTION 1]

8.1 DRC shall organise and pay for the costs of all travel related expenses, including hotel accommodation. Daily subsistence allowance will not be covered by DRC. The calculated costs for travel and hotel accommodation are included in the calculation of costs attached to this Contract as Annex D and are based on the following conditions:

(a) The Contractor will travel economy class.
(b) The Contractor will be accommodated in hotel accommodation of an adequate standard for undertaking the Services.

8.2 The ***[insert name]*** DRC office will be responsible for arranging and covering the costs of:

(c) Organising pick-up and drop-off as required. ***[OPTIONAL – DELETE IF NOT APPLICABLE]***
(d) Assisting in hotel bookings, if required. ***[OPTIONAL – DELETE IF NOT APPLICABLE]***
(e) Providing safety briefings. Organising local transport, if required. ***[OPTIONAL – DELETE IF NOT APPLICABLE]***
(f) Assisting in arranging interviews with stakeholders and facilitating access to people of concern. ***[OPTIONAL – DELETE IF NOT APPLICABLE]***

8.3 The Contractor shall complete the DRC Travel Clearance Request and obtain approval thereof prior to commencing the travel. The Contractor warrants that all of its staff who are traveling to field missions are in general good health and have been advised of any recommended inoculations required for the country or countries of the field missions. The Contractors personnel shall adhere to DRC governing Safety and Security protocols and rules.

8.4 Upon completion of the Services, the Contractor shall submit to DRC all documentation relating to travel and accommodation undertaken in the performance of the Services, including flight boarding passes.

9. INSURANCE:

9.1 In addition to the insurances outlined in Clause 12 of the General Conditions of Contract attached to this Contract as Annex A, the Contractor shall purchase and maintain throughout the Contract Term professional liability insurance.

9.2 Upon the Contractor's written request, DRC will be responsible for and take out travel insurance for the Contractor to cover the period of field missions in ***[insert country]***. ***[OPTIONAL – DELETE IF NOT APPLICABLE]***

10. TERMINATION: Termination of this Contract shall be governed by the General Conditions of Contract attached to this Contract as Annex A, except as follows:

10.1 Either Party may terminate this Contract for cause, in whole or in part, upon fourteen (14) calendar days' notice, in writing, to the other Party.

11. **ANNEXES:** The Annexes marked A through to D (the "**Annexes**") are incorporated into and form an integral part of this Contract. With regard to any conflict between the terms of the Annexes and the terms of this Contract, this Contract shall govern. With regard to any conflict between the terms of the Annexes, the following order of precedence shall prevail in the interpretation or resolution of such conflict:

A. The General Conditions of Contract.
B. Terms of Reference.
C. DRC's Supplier Code of Conduct.
D. Other relevant appendices, eg. the proposal submitted by Contractor, calculation of costs, CV of participating Contractors, draft itinerary/work-plan, list of background materials, etc.

12. **ENTIRE CONTRACT** This Contract and its Annexes constitute the entire Contract of the Parties and supersedes all prior understandings and Contracts.

13. **SURVIVAL OF PROVISIONS:** Clauses 9.1 and 13 shall survive the termination of this Contract.

14. **ENTRY INTO FORCE:** This Contract enters into force upon signature by both parties.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Contract by their authorized representatives as of the date first written above.

Signed for and on behalf of ***[insert name of DRC office]***	Signed for and on behalf of ***[insert name of Contractor]***
By: Name: Title:	By: Name: Title:

ANNEX B - TERMS OF REFERENCE – GUIDE AS TO WHAT NEEDS TO BE INCLUDED

"**Services**" (see Clause 1.1), "**Activities**" (see Clause 3) and "**Deliverables**" (see Clause 4.1) as per the Terms of Reference (TOR) dated on ***[insert date]***.

A "**Calculation of Costs**" needs to be inserted (see Clause 6.1), showing:

[insert currency] [(insert number)] *are fixed consultancy fees*
[insert currency] [(insert number)] *are fixed administrative expenses*
[insert currency] [(insert number)] *is estimated for international and local flights*
[insert currency] [(insert number)] *is estimated to cover presentation of Final Report expenses*