Contract No XXX

**GLOBAL WATER PARTNERSHIP ORGANISATION**

**Contract for Consulting Services**

**Project: xxxxxx**

This Contract (hereinafter, together with the appendices attached hereto, called “the Contract”) has been made and entered into by and between:

1. **The Global Water Partnership Organisation**, GWPO, an intergovernmental organisation established in 2002 by an agreement between the Governments of Sweden, Chile, Pakistan, Denmark, the Netherlands Argentina, Hungary and Jordan as well as the World Bank and the World Meteorological Organisation, herein represented by Peter Repinski in his capacity as Interim Executive Secretary (the organisation being hereinafter referred to as “GWPO”).

**And**

1. **XXX**, a limited liability company incorporated/a commercial entity, registered under the laws of xxxxxx. With the company number xxxxxxx, herein represented by Koen Stox, in his capacity as Title.

**WHEREAS**

a) GWPO has requested the Consultant to provide consulting services, as further defined below, in connection with xxxxxxxxx (hereinafter called the “Project”);

b) the Consultant has represented that it is professionally competent to provide such services;

NOW THEREFORE, the Parties hereto have agreed as follows:

**ARTICLE 1 THE SERVICES**

**1.1 Scope of Services**

The Parties hereby agree that the Consultant shall perform the Services and deliver reports as described in the attached Terms of Reference, Appendix A (hereinafter referred to as “the Services”).

**1.2 Time Schedule**

The Consultant shall commence the Services xxxxxxx. The Services shall be completed no later than xxxxxxx.

**ARTICLE 2 STANDARD CONDITIONS**

The attached Standard Conditions for Consulting Services, Appendix B, dated June 25, 2014, form an integral part of this Contract.

However, the following deviations from the Standard Conditions are hereby agreed:

**Article 3 OWNERSHIP OF WORK/COPYRIGHT**

Analyses, insights, design documents, specifications, reports and all relevant data such as maps, diagrams, plans, statistics and supporting records and materials compiled or prepared in the course of the Services shall be the property of GWPO with the right to transfer the Copyright, unless otherwise decided by GWPO. Such documentation shall be sorted and indexed by the Consultant prior to delivery to GWPO. The Consultant may retain a copy thereof, provided, however, that such copy shall not be used by the Consultant for purposes unrelated to the Contract without the approval of GWPO. The Consultant may not claim attribution to the content or deliverables unless prior approval in writing has been given by GWPO.

**ARTICLE 4 REPORTING**

Reports shall be provided as set forth in the Terms of Reference, Appendix A.

**ARTICLE 5 PERSONNEL**

The Consultant’s Team leader shall be Name. The Service shall be carried out by Name.

**ARTICLE 6 LIABILITY**

The Consultant’s liability under this Contract is limited to xxxxx (value of the contract).

**ARTICLE 7 GENERAL PROVISIONS**

**7.1 Language of Documents**

All documents prepared under the Services shall be prepared in the English language.

**7.2 Authorised Representatives**

For changes or amendments to this Contract GWPO’s authorised representative shall be Peter Repinski or his designated representative, and the Consultant’s authorised representative shall be xxxxxxx or his designated representative.

For matters regarding the implementation of the Services GWPO’s authorised representative shall be xxxxxxxx or his designated representative, and the Consultant’s authorised representative shall be xxxxxxxxx or his designated representative.

**7.3 Notices or requests**

Notices or requests shall be deemed to have been duly given or made when they have been delivered in writing by hand or mail transmission to the following addresses or such other address as the party may designate in writing:

To GWPO: Attention: Peter Repinski

Global Water Partnership Organisation

Organisation number in Sweden: 902000 – 3845

PO Box 24177

SE-104 51 Stockholm

SWEDEN

Phone: + 46 8 12 13 86 00

E-mail: peter.repinski[@gwp.org](mailto:helene.komlosgrill@gwp.org)

To the Consultant: xxxxxxx

**ARTICLE 8 RENUMERATION**

**8.1 Currency**

The currency of this Contract is euro.

**8.2 Fee**

The Parties hereby agree that the Consultant is entitled to an hourly fee of xxxxx euro for work performed for the period set out in the Terms of Reference, Appendix A.

The fees include all taxes, VAT and similar charges, vacation pay, social charges, insurance, pension benefits and similar payments.

The Consultant, as the employer of the Personnel, is responsible for withholding any preliminary taxes or social security charges and paying such withheld taxes and charges to the relevant authorities.

**8.3 Reimbursable costs**

The Consultant is entitled to reimbursement for pre-approved costs as stipulated in GWPO’s Standard Conditions for Consulting Services, Appendix B.

**8.4 Adjustment of the Fee**

The agreed fee is valid during the entire contract period. Adjustments relating to collective pay agreements, cost development, changes in exchange rates or any other cause shall not be made.

**8.5 Budget and Ceiling amounts**

Budget for the Assignment is included in the Terms of Reference, Appendix A.Except as otherwise agreed by the Parties, the payments under this Contract shall not exceed EUR xxxxxxxx for fees.

**ARTICLE 9 INVOICING AND PAYMENT**

The Consultant shall send /monthly/ invoices to GWPO, clearly describe the work undertaken, when the Services have been performed (in the form of a tabular timesheet) and the status of the Services (in progress or accepted by GWPO).

Invoices shall meet the requirements of the Standard Conditions for Consulting Services, Appendix B.

All invoices shall be sent to GWPO by e-mail to address: [invoices@gwp.org](mailto:invoices@gwp.org).

Payment will be made by GWPO within 30 days of receipt of the invoice to the following account no:

Account holder:  XXX

Account Number: XXX

Account/IBAN No:   XXX

SWIFT/BIC /Sort Code: XXX

Bank: XXX

Bank address:  XXX

**ARTICLE 10 ARBITRATION AND APPLICABLE LAW**

Should any dispute of difference, which cannot be settled amicably, arise regarding the meaning and/or interpretation of the provision of this Contract or relating to the rights and obligations of any of the Parties, or their successors in title, such dispute or difference shall be submitted to and determined by arbitration as set forth in Section 8 of the Standard Conditions for Consultancy Services, Appendix B.

**ARTICLE 11 ENTRY INTO FORCE AND TERMINATION**

This Contract shall enter into force upon signature by both Parties and shall remain in full force until the Services have been performed and all obligations of the Parties have been fulfilled.

Stockholm, date

***For and on behalf of the Global Water Partnership Organisation***

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Peter Repinski

Interim Executive Secretary, Global Water Partnership Organisation

Date and place…………………………………….

***For and on behalf of xxxxxxx***

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Name

Title, the Consultant

Appendix A Terms of Reference

Appendix B Standard Conditions for Consulting Services, dated 25th June, 2014