JICA版コンサルタント契約修正用標準様式

本 修正契約書標準様式は、修正が1回~3回の参考例で構成されています。 修正契約1回目:履行期限の変更(国債の参考例あり) 修正契約2回目:施主名/コンサルタントの社名変更及び支払い条件の変更 修正契約3回目:履行期限の再度変更、修正G/A締結及び契約金額の増額 コンサルタント修正契約書フォーム(英語) (履行期限の変更(国債の参考例あり))

AMENDMENT OF AGREEMENT

BETWEEN

(NAME OF THE EXECUTING AGENCY)

(NAME OF THE RECIPIENT COUNTRY)

AND

(NAME OF THE CONSULTANT)

JAPAN

REGARDING

CONSULTING SERVICES

FOR

(NAME OF THE PROJECT)

AMENDMENT OF AGREEMENT

THIS AMENDMENT OF AGREEMENT (hereinafter referred to as "the Amendment of Agreement"), made and entered into this <u>**th</u> day of <u>******</u>, 20<u>**</u> by and between (name of the executing agency), (name of the recipient country(以下正式 国名)) (hereinafter referred to as "the Client") and (name of the consultant), duly organized and existing under the laws of Japan, having its principal office of business at (address of the consultant) (hereinafter referred to as "the Consultant"), as the amendment of the original agreement for (name of the project on the G/A), made on the <u>**th</u> day of <u>******</u>, 20<u>**</u> by and between the Client and the Consultant and duly verified by the Japan International Cooperation Agency (hereinafter referred to as "JICA") on the <u>**th</u> day of <u>******</u>, 20<u>**</u>, with Verification Number <u>**-VJ-**</u> (hereinafter referred to as "the Original Agreement"),

WITNESSETH:

WHEREAS, the Amendment of Agreement is made in accordance with the Grant Agreement between the Government of <u>(name of the recipient country)</u> and JICA on the <u>**th</u> day of <u>*****</u>, 20<u>**</u>, for <u>(name of the project on the G/A)</u> and in accordance with Article <u>**</u> (契約修正条項:Amendments and Modificationsの条項) of the Original Agreement;

NOW, THEREFORE, the parties hereto hereby agree as follows:

【単年度案件の場合】

1. "Article 4. Period of Execution of Service" of the Original Agreement shall be amended as follows;

The words "the <u>**th</u> day of <u>******</u>, 20<u>**</u>" shall be deleted and "the <u>**</u>th day of <u>******</u>, 20<u>**</u>" shall be substituted in lieu thereof.

【国債案件の場合】

1. "Article 4. Terms of Project" of the Original Agreement shall be amended as follows;

The words "the <u>**th</u> day of <u>******</u>, <u>20**</u>" for Term-<u>*</u> shall be deleted and "the <u>**th</u> day of <u>******</u>, <u>20**</u>" shall be substituted in lieu thereof.

2. "Article 5. Period of Execution of Service" of the Original Agreement shall be amended as follows;

The words "the Service for Term-<u>*</u> on or before the <u>**th</u> day of <u>*****</u>, <u>20**</u>" shall be deleted and "the Service for Term-<u>*</u> on or before the <u>**th</u> day of <u>*****</u>, <u>20**</u>" shall be substituted in lieu thereof.

【以下共通。ただし、国債の場合は、以下の項目番号を繰り下げ3.4.と書き換える】 2. All the other articles of the Original Agreement shall remain unchanged.

3. The Amendment of Agreement shall be verified by JICA to be eligible for the grant in accordance with the Grant Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Amendment of Agreement to be signed, as of the day and year first above written, in their respective names in duplicate, each party retaining one (1) copy thereof.

The Client

The Consultant

(Signature)

(Name of the signer)(Status of the signer)(Name of the executing agency)(Name of the recipient country)

(Signature)

(Name of the signer)(Status of the signer)(Name of the consultant)

第2回コンサルタント修正契約書フォーム(英語) (施主名/社名変更及び支払条件の変更)

SECOND AMENDMENT OF AGREEMENT

BETWEEN

(NAME OF THE EXECUTING AGENCY変更の場合は変更後の名称)

(NAME OF THE RECIPIENT COUNTRY)

AND

(NAME OF THE CONSULTANT変更の場合は変更後の社名)

JAPAN

REGARDING

CONSULTING SERVICES

FOR

(NAME OF THE PROJECT)

SECOND AMENDMENT OF AGREEMENT

THIS SECOND AMENDMENT OF AGREEMENT (hereinafter referred to as "the Second Amendment of Agreement"), made and entered into this <u>**th</u> day of <u>******</u>, 20<u>**</u> by and between (name of the executing agency変更の場合は変更後の施主名), (name of the recipient country (以下正式国名)) (hereinafter referred to as "the Client") and (name of the consultant変更の場合は変更後の社名), duly organized and existing under the laws of Japan, having its principal office of business at (address of the consultant) (hereinafter referred to as "the Consultant"), as the amendment of the original agreement for (name of the project on the G/A), made on the <u>**th</u> day of <u>******</u>, 20<u>**</u> by and between the Client and the Consultant and duly verified by the Japan International Cooperation Agency (hereinafter referred to as "JICA") on the <u>**th</u> day of <u>******</u>, 20<u>**</u>, with Verification Number <u>**-VJ-**</u> (hereinafter referred to as "the Original Agreement"), and its first amendment made on the <u>**th</u> day of <u>******</u>, 20<u>**</u> by and between the Client and the Consultant and duly verified by JICA on the <u>**th</u> day of <u>******</u>, 20<u>**</u>, with Verification Number <u>**-VJ-**</u> (hereinafter referred to as "the First Amendment of Agreement"),

WITNESSETH:

WHEREAS, the Second Amendment of Agreement is made in accordance with the Grant Agreement between the Government of <u>(name of the recipient country)</u> and JICA on the <u>**th</u> day of <u>******</u>, 20<u>**</u>, for <u>(name of the project on the G/A)</u> and in accordance with Article <u>**</u> (契約修正条項:Amendments and Modificationsの条項) of the Original Agreement;

NOW, THEREFORE, the parties hereto hereby agree as follows:

 Name of <u>the Client/the Consultant</u> in the Original Agreement<u>and the First</u> <u>Amendment of Agreement, (本修正契約の前に関連条項の修正契約がある場合にその修正契</u> <u>約書について明記する。)</u> shall be amended as follows; The words "(原契約時の施主名/コンサルタント名)" shall be deleted and "(名称変更後の 施主名/社名変更後のコンサルタン名)" shall be substituted in lieu thereof.

2. "Article 6. Payment, 6.2.1, (3)" in the Original Agreement shall be amended as follows;

The words

"-Completion of the Construction works for Wastewater treatment plant" shall be deleted and "-Completion of the Construction works for Wastewater treatment plant and Generator house" shall be substituted in lieu thereof.

- 3. All the other articles of the Original Agreement and the First Amendment of Agreement shall remain unchanged.
- 4. The Second Amendment of Agreement shall be verified by JICA to be eligible for the grant in accordance with the Grant Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Second Amendment of Agreement to be signed, as of the day and year first above written, in their respective names in duplicate, each party retaining one (1) copy thereof.

The Client

The Consultant

(Signature)

(Name of the signer) (Status of the signer) (Name of the executing agency 変更の場合は変更後の施主名) (Name of the recipient country) <u>(Signature)</u>

(Name of the signer) (Status of the signer) (Name of the consultant 変更の場合は変更後の社名) 第3回コンサルタント修正契約書フォーム(英語) (履行期限の再度変更、修正G/A締結及び契約金額の増額)

THIRD AMENDMENT OF AGREEMENT

BETWEEN

(NAME OF THE EXECUTING AGENCY)

(NAME OF THE RECIPIENT COUNTRY)

AND

(NAME OF THE CONSULTANT)

JAPAN

REGARDING

CONSULTING SERVICES

FOR

(NAME OF THE PROJECT)

THIRD AMENDMENT OF AGREEMENT

THIS THIRD AMENDMENT OF AGREEMENT (hereinafter referred to as "the Third Amendment of Agreement"), made and entered into this **th day of ******, 20** by and between (name of the executing agency), (name of the recipient country (以下正式国名)) (hereinafter referred to as "the Client") and (name of the consultant), duly organized and existing under the laws of Japan, having its principal office of business at (address of the consultant) (hereinafter referred to as "the Consultant"), as the amendment of the original agreement for (name of the project on the G/A), made on the **th day of *****, 20** by and between the Client and the Consultant and duly verified by the Japan International Cooperation Agency (hereinafter referred to as "JICA") on the <u>**th</u> day of <u>******</u>, 20<u>**</u>, with Verification Number **-VJ-** (hereinafter referred to as "the Original Agreement"), its first amendment made on the **th day of ******, 20** by and between the Client and the Consultant and duly verified by JICA on the <u>**th</u> day of <u>******</u>, 20<u>**</u>, with Verification Number **-VJ-** (hereinafter referred to as "the First Amendment of Agreement"), and its second amendment made on the **th day of *****, 20** by and between the Client and the Consultant and duly verified by JICA on the **<u>**th</u>** day of **<u>******</u>**, 20**, with Verification Number **-VJ-** (hereinafter referred to as "the Second Amendment of Agreement"),

WITNESSETH:

WHEREAS, the Third Amendment of Agreement is made in accordance with the Grant Agreement between the Government of <u>(name of the recipient country)</u> and JICA on the <u>**th</u> day of <u>******</u>, 20<u>**</u> <u>and the amendment of the Grant Agreement(修正G/AIこ書かれている名称と同じ) between the Government of (name of the recipient country) and JICA on the **th day of *****, 20**, for <u>(name of the project on the G/A)</u>, and in accordance with Article <u>**</u> (契約修正条項:Amendments and Modifications の条項) of the Original Agreement;</u>

(注:修正G/Aがない場合は、二重線部分を削除)

NOW, THEREFORE, the parties hereto hereby agree as follows:

 "Article 4. Period of Execution of Service" of the Original Agreement <u>and the</u> <u>First Amendment of Agreement,(本修正契約の前に関連条項の修正契約がある場合にその</u> <u>修正契約書について明記する。)</u> shall be amended as follows;

The words "the <u>**th</u> day of <u>******</u>, 20<u>** (第1回修正契約で修正された日付)</u>" shall be deleted and "the <u>**th</u> day of <u>******</u>, 20<u>**</u>" shall be substituted in lieu thereof.

2. "Article 5. Remuneration" of the Original Agreement shall be amended as follows;

The words "a total amount of <u>******** million ******* thousand</u> Japanese Yen (JPY<u>***,***</u>,000)" shall be deleted and "a total amount of <u>******* million *******</u> <u>thousand</u> Japanese Yen (JPY<u>***,***</u>,000)" shall be substituted in lieu thereof.

3. "Article 5. Remuneration, (1)" of the Original Agreement shall be amended as follows;

The words "<u>******* million ******* thousand</u> Japanese Yen (JPY<u>***</u>,***,000)" shall be deleted and "<u>******* million ******* thousand</u> Japanese Yen (JPY<u>***</u>,***,000)" shall be substituted in lieu thereof.

(なお、Article 5. Remunerationに内訳がない場合は、この項目は不要です。この項目削除の場合は、以下の項目の番号を繰り上げて3.4.5.としてください。)

4. "Article 6. Payment, 6.2.1, (4)" in the Original Agreement shall be amended as follows;

The words "<u>******** million ******** thousand</u> Japanese Yen (JPY<u>***</u>,***,000), which corresponds to ten percent (10%) of the price for the Service," shall be

deleted and "<u>********* million ********* thousand</u> Japanese Yen (JPY<u>***</u>,***,000)" shall be substituted in lieu thereof.

(注:契約金額の増減により契約書を修正する場合は、Article 6. Paymentのうち既に支払いが完了 している分については、修正の対象とならない(パーセンテージを削除しない)。今後支払いを予 定する内容についてのみ修正を行い、パーセンテージに関する部分は削除する。減額となる場合で 既に支払いがされているときは、過払いが生じるため直近の支払いスケジュールで過払いが生じな いように調整を行う。)

- 5. All the other articles of the Original Agreement, the First Amendment of Agreement and the Second Amendment of Agreement shall remain unchanged.
- 6. The Third Amendment of Agreement shall be verified by JICA to be eligible for the grant in accordance with the Grant Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Third Amendment of Agreement to be signed, as of the day and year first above written, in their respective names in duplicate, each party retaining one (1) copy thereof.

The Client

The Consultant

(Signature)

(Name of the signer)(Status of the signer)(Name of the executing agency)(Name of the recipient country)

(Signature)

(Name of the signer) (Status of the signer) (Name of the consultant)