**Form of Contract**

**Contract For Senior Coordinator**

**(Time-Based)**

**Project Name:**The Quality Improvement of Early Childhood Development Phase2

(ECD-JICA Phase2)

**between**

**ECD-JICA phase2 represented by Ms.Sanae Ando**

**and**

***[insert: name]***

**Dated: April ●● 2023**

This CONTRACT (hereinafter called the “Contract”) is made the *[insert: number]* day of the month of *[month]*, *[year]*, between, on the one hand, Ms.Sanae Ando, JICA expert of ECD-JICA phase2(hereinafter called the “Client”) and, on the other hand, *[insert: name of the Senior Coordinator]* (hereinafter called the “Senior Coordinator”).

WHEREAS

(a) the Client has requested the Senior Coordinator to provide certain services as defined in this Contract (hereinafter called the “Services”);

(b) the Senior Coordinator, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) The Conditions of Contract;

(b) Appendices:

Appendix A: Terms of Reference

Appendix B: Remuneration and Reimbursable Expenses

For the purpose of interpretation, the priority of the listed documents shall be in accordance with the above listed order.

2. The mutual rights and obligations of the Client and the Senior Coordinator shall be as set forth in the Contract, in particular:

(a) The Senior Coordinator shall carry out the Services in accordance with the provisions of the Contract; and

(b) The Client shall make payments to the Senior Coordinator in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of ECD-JICA phase2

Ms.Sanae Ando,

JICA expert of ECD-JICA Project

For and on behalf of *[insert: name of the Senior Coordinator]*

*[insert: name and signature]*

**Conditions of Contract**

1. **General Provisions**

|  |  |
| --- | --- |
| 1. Law Governing Contract
 | The law that applies to the Contract is the law ofEgypt. |
| 1. Language
 | This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. |
| 1. Communications
 | Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in **Clause 2** above. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified as follows;A Party may change its address for notice hereunder by giving the other Party any communication of such change.**For the Client**Address: Central Department of Social Care, Ministry of Social Solidarity*,* 19-El Maraghi Street, Agouza-Giza, EgyptAttention: Ms.*Sanae ANDO*Telephone:010-*9987-7031*E-mail: sanaeando.ecd@gmail.com   **For the Senior Coordinator**Address:  Attention: Telephone: E-mail:  |
| Authorized Representatives | Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Senior Coordinatormay be taken or executed by the officials specified as follows;**For the Client:** Ms.*Sanae ANDO***For the Senior Coordinator:** No officials, but direct contact to the Senior Coordinator |

1. **Modification and Termination of Contract**

|  |  |
| --- | --- |
| Entire Agreement | This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. |
| Terms and renewal | The contract covers the 2023 Japanese Fiscal Year (by March 2024) and will be renewed each following year (by August 2026) basically on the same term if the performance of the Senior Coordinator satisfies ECD-JICA phase2.A months before the expiration of the Contract, both parties have a discussion and conclude the specific TOR and reporting requirement in the contract for the each following year.

|  |  |
| --- | --- |
| 1st year | April 2023～March, 2024(12 months) |
| 2nd year | April 2024～March 2025(12 months) |
| 3rd year | April 2025～March 2026(12 months) |
| 4th year  | April2026～August 2026(5 months) |

 |
| Modifications or Variations | Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party. |
| Force Majeure | 8.1 For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government agencies.8.2 The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure.8.3 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.8.4 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.8.5 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.8.6 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Senior Coordinator, upon instructions by the Client, shall either:(a) demobilize, in which case the Senior Coordinator shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or(b) continue with the Services to the extent reasonably possible, in which case the Senior Coordinator shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred. |
| Suspension | The Client may, by written notice of suspension to the Senior Coordinator, suspend all payments to the Senior Coordinator hereunder if the Senior Coordinator fails to perform any of its obligations under this Contract, including the carrying out of the Services. |
| Termination | This Contract may be terminated by either Party as per provisions set up below:10.1 The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days’ written notice of termination to the Senior Coordinator:(a) If the Senior Coordinator fails to remedy a failure in the performance of its obligations hereunder;(b) If the Senior Coordinator becomes insolvent or bankrupt;(c) If, as the result of Force Majeure, the Senior Coordinator is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;(d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;(e) If the Client determines that the Senior Coordinator has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract.10.2 The Senior Coordinator may terminate this Contract, by not less than thirty (30) calendar days’ written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (b) of this Clause.(a) If the Client fails to pay any money due to the Senior Coordinator pursuant to this Contract within forty-five (45) calendar days after receiving written notice from the Senior Coordinator that such payment is overdue.(b) If, as the result of Force Majeure, the Senior Coordinator is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.10.3 Upon termination of this Contract, the Client shall make the following payments to the Senior Coordinator:(a) Remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination;(b) If the advance payment had already paid to the Senior Coordinator, the amount of the advance payment shall be reduced from the amount defined in paragraph (a) above.(c) In the case of the paragraph (b) above, if there is still a balance of the advance payment, the Senior Coordinator shall refund the balance to the Client. |

1. **Obligations of the Senior Coordinator**

|  |  |
| --- | --- |
| 1. General
 | The Senior Coordinator shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. |
| Confidentiality | Except with the prior written consent of the Client, the Senior Coordinator shall not at any time, even after the completion of the Services, communicate to any person or entity any confidential information acquired in the course of the Services. |
| Reporting Obligations | The Senior Coordinator shall submit to the Client all of the reports and documents**by the end of each month till 25 March 2024 for the first year (hereinafter called the “Intended Completion Date”)** in the form, in the numbers specified in **Appendix A (Terms of Reference)**. Such reports and documents shall become and remain the property of the Client, including its intellectual property rights, upon delivery thereof. |
| Inspection | * 1. The Client shall inspect the Services (or a part of the Services, in such case), based on the said reports and documents within 10 business days after receiving them.
	2. If the Client cannot approve any part of the Service, the Senior Coordinator shall submit such further information and make such change in the said reports and documents as the Client may reasonably require.
	3. Promptly after the approval of the Services (or a part of the Services, in such case) by the Client, the reports and documents said above shall be delivered to the Client.

  |
| Liability of the Senior Coordinator | The Senior Coordinator shall be responsible for, and shall indemnify the Client from and against any and all claims, losses and damages incurred by the Senior Coordinator during or in connection with the Services caused by intentional or negligent act of the Senior Coordinator. |
| Additional Work | If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated time-input for the Experts may be increased by agreement in writing between the Client and the Senior Coordinator. In case where payments under this Contract exceed the ceilings set forth in Clause 17, the Parties shall sign a Contract amendment. |

1. **Payment to the Senior Coordinator**

|  |  |
| --- | --- |
| Contract Price | An estimate of the cost of the Services is set forth in **Appendix B** (Remuneration and Reimbursable Expenses).The total amount of the Contract price is: **●●●● (●●●●) Egyptian pound (hereinafter called the “Contract Price”)** as fixed and set forth in **Appendix B** inclusive **of local indirect taxes.** |
| Remuneration and Travel expenses | The client shall pay not more than ●●● (　　 only) asremuneration for consultancy, ●●●as per the breakdown shown below:Remuneration:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Name of**  | **Position** | ***Person-month Remuneration Rate*** | **Total****Number****Of Months** | **Total****In EGP** |
|  |  |  | 12 |  |
| **Total** |  |  |

\*Transportation for daily commuting and activities in greater Cairo should be shouldered by the Senior Coordinator.\*Business travel expenses will be provided based on the rule and regulation of ECD-JICA phase2.　The Remuneration and any other payments that may be made by the client in this agreement shall be gross amount without deduction of any taxes which may be imposed by the laws of Egypt on payments by the client to the Senior Coordinator, and the Senior Coordinatorshall be liable to settle with the appropriate taxing authorities all taxes which would be due as a result of or in connection with the service by the Senior Coordinator under this agreement. |
| Currency of Payment | Any payment under this Contract shall be made in Egyptian pound. |
| Mode of Billing and Payment | 21.1 The payment shall be made by the client to the Senior Coordinatorin the following manner:-ECD-JICA phase2 shall pay to ●●●　against the submission of monthly report and a payment request, ●●● EGP within 7 business days after receiving that request from ●●●Travel expense shall be paid by the Client to the Senior Coordinator against the submission of a payment request and evidence document(s) which certify the actual expense of for business trip(s).　The client shall pay within 5 business days in cash after receiving that request of ●●●20.2 All payments under this Contract shall be made to the accounts of the Senior Coordinator specified as follows:*[insert: account]*. |

1. **Fairness and Good Faith**

|  |  |
| --- | --- |
| Good Faith | The Parties undertake to act in good faith with respect to each other’s rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract. |

1. **Settlement of Disputes**

|  |  |
| --- | --- |
| Amicable Settlement | The Parties shall seek to resolve any dispute amicably by mutual consultation.If either Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause 24 shall apply. |
| Dispute Resolution | Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably according to the Clause 23 shall be submitted to settlement proceedings under the laws of the Client’s country. |

**Appendices**

**Appendix A – Terms of Reference**

*[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Senior Coordinator during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements; Client’s input, including counterpart personnel assigned by the Client to work with Senior Coordinator; specific tasks that require prior approval by the Client.]*

*[Insert: the text based on the Section 6 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-4 in the Senior Coordinator’s Proposal.]*

**Appendix B – Remuneration and Reimbursable Expenses**

1. Remuneration: Monthly Rates for the Experts:

*[Insert: the table with the remuneration rates. The table shall be based on [Form FIN-2] of the Senior Coordinators Proposal and reflect any changes agreed at the Contract negotiations, if any.]*

|  |
| --- |
| **□Remuneration** |
| No. | *Name* | *Position* | *Person-month Remuneration Rate* | *Total　Number of month* | *Cost(Remuneration Rate ×12months)* |
| 1 |  |  |  | 12 |  |
| **Total of Remuneration** |  |

\*Transportation for daily commuting and activities in greater Cairo should be shouldered by the Senior Coordinator.

1. Reimbursable Expenses:

*[Insert: the table with the reimbursable expenses rates. The table shall be based on [Form FIN-2] of the Senior Coordinator’s Proposal and reflect any changes agreed at the Contract negotiations, if any.]*

　Business travel expenses will be provided based on the rule and the regulation of ECD-JICA phase2.

*[Attach Technical Proposal submitted by the Senior Coordinator.]*