

Form of Contract

CONTRACT FOR CONSULTANT'S SERVICES (Time-Based)

“Data collection survey on improving educational environment and livelihood of displaced persons from Ukraine in Poland”

between

Japan International Cooperation Agency (JICA)
and

[insert: name of the Consultant]

This CONTRACT (hereinafter called the “Contract”) is made the **XXth** day of the month of February 2026, between, on the one hand, *Japan International Cooperation Agency (JICA)* (hereinafter called the “Client”) and, on the other hand, *[insert: name of the Consultant]* (hereinafter called the “Organization”).

WHEREAS

- (a) the Client has requested the Organization to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Organization, 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
 - Appendix C: List of Experts
 - Appendix D: Technical Proposals

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 Organization shall be as set forth in the Contract, in particular:
 - (a) The Organization shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) The Client shall make payments to the Organization 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 Japan International Cooperation Agency (JICA)

[insert: Authorized Representative of the JICA – name and signature]
Japan International Cooperation Agency (JICA)

XXth February 2026

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

[insert: Authorized Representative of the Organization – name and signature]

XXth February 2026

Conditions of Contract

A. General Provisions

- 1. Law Governing Contract** The law that applies to the Contract is the law of Japan.
- 2. 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.
- 3. 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:
Attention:
E-mail:
For the Organization
Address:
Attention:
E-mail:
- 4. 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 Organization may be taken or executed by the officials specified as follows;
For the Client: *[insert: name, title]*
For the Organization: *[insert: name, title]*

B. Modification and Termination of Contract

- 5. 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.
- 6. 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.
- 7. Force Majeure**
 - 7.1 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.

- 7.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 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.
- 7.6 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Organization, upon instructions by the Client, shall either:
 - (a) demobilize, in which case the Organization 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 Organization shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

8. Suspension

The Client may, by written notice of suspension to the Organization, suspend all payments to the Organization hereunder if the Organization fails to perform any of its obligations under this Contract, including the carrying out of the Services.

9. Termination

This Contract may be terminated by either Party as per provisions set up below:

- 9.1 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 Consultant:
 - (a) If the Organization fails to remedy a failure in the performance of its obligations hereunder;
 - (b) If the Organization becomes insolvent or bankrupt;
 - (c) If, as the result of Force Majeure, the Organization 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 Organization has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract.
- 9.2 The Organization 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 Organization pursuant to this Contract within forty-five (45) calendar days after receiving written notice from the Organization that such payment is overdue.

- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- 9.3 Upon termination of this Contract, the Client shall make the following payments to the Organization:
- (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 Organization, 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 Organization shall refund the balance to the Client.

C. Obligations of the Organization

- 10. General**
- 10.1 The Organization 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.
- 10.2 The Expert(s) of the Organization means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract.
- 11. Confidentiality**
- Except with the prior written consent of the Client, the Organization 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.
- 12. Reporting Obligations**
- The Organization shall submit to the Client all of the reports and documents 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.
- 13. Inspection**
- 13.1 The Client shall inspect the Services (or a part of the Services, in such case), based on the said reports and documents within 14 days after receiving them.
- 13.2 If the Client cannot approve any part of the Service and informs the Organization about it within the time limit referred to in paragraph 13.1 above, the Organization shall submit within the next 14 days such further information and make such change in the said reports and documents as the Client may reasonably require.
- 13.3 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.
- 14. Liability of the Organization**
- The Organization shall be responsible for, and shall indemnify the Client from and against any and all claims, losses and damages incurred by the Organization during or in connection with the Services caused by intentional or negligent act of the Organization.

- 15. 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 Organization. In case where payments under this Contract exceed the ceilings set forth in Clause 17, the Parties shall sign a Contract amendment.
- 16. No Replacement of Experts** Except as the Client may otherwise agree in writing, no changes shall be made in the Experts.

D. Payment to the Organization

- 17. Ceiling Amount** An estimate of the cost of the Services is set forth in **Appendix B** (Remuneration and Reimbursable Expenses).
Payments under this Contract shall not exceed the ceilings specified below.
The ceiling is: *[insert: amount]EUR inclusive of local indirect taxes.*
Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Organization shall be paid by the Client to the Organization.
The amount of taxes is *[insert: the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Organization in Form FIN-2 of the Organization's Financial Proposal].*
Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Organization shall be paid by the Client to the Organization.
For any payments in excess of the ceilings hereof, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.
- 18. Remuneration and Reimbursable Expenses**
- 18.1 The Client shall pay to the Organization (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services **based on the each Interim and Final Report**; and (ii) reimbursable expenses that are actually and reasonably incurred by the Organization in the performance of the Services.
- 18.2 All payments for remuneration shall be at the rates set forth in **Appendix B**. If a part of reimbursable expenses are to be made at agreed rates, such payments shall be at the rate set forth in Appendix B.
- 18.3 The remuneration rates shall cover: (i) such salaries as the Organization shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in **Appendix C**, and (iii) the Organization's profit.
- 19. Currency of Payment** Any payment under this Contract shall be made in EUR.
- 20. Mode of Billing and Payment**
- 20.1 Billings and payments in respect of the Services shall be made as follows:
The First Partial Payment
The Partial Payment shall be made based on itemized accounting note only **after the First Interim Report has been submitted by XX March 2026** and approved as satisfactory by the Client. The accounting note shall show remuneration and reimbursable expenses separately and accompanied with supporting documents or evidence. The amount of the First Partial Payment is 20% of remuneration, actual spent reimbursable expenses, and management cost corresponding to above mentioned remuneration and reimbursable expenses. **If there are items which have an agreed unit price, payment will be made based on the actual results stated in the report.**

The Second Partial Payment

The Partial Payment shall be made based on itemized accounting note only after the Second Interim Report has been submitted **by the end of May 2026** and approved as satisfactory by the Client. The accounting note shall show remuneration and reimbursable expenses separately and accompanied with supporting documents or evidence. The amount of the Second Partial Payment is 30% of the remuneration, actual spent reimbursable expenses, and management cost corresponding to above mentioned remuneration and reimbursable expenses. **If there are items which have an agreed unit price, payment will be made based on the actual results stated in the report.**

The Third Partial Payment

The Partial Payment shall be made based on itemized accounting note only after the Second Interim Report has been submitted **by the end of September 2026** and approved as satisfactory by the Client. The accounting note shall show remuneration and reimbursable expenses separately and accompanied with supporting documents or evidence. The amount of the Second Partial Payment is 30% of the remuneration, actual spent reimbursable expenses, and management cost corresponding to above mentioned remuneration and reimbursable expenses. **If there are items which have an agreed unit price, payment will be made based on the actual results stated in the report.**

Final Payment

The final payment under this Clause shall be made based on itemized accounting note only after the Final Report has been submitted **by XX December 2026** and approved as satisfactory by the Client. The accounting note shall show remuneration and reimbursable expenses separately and accompanied with supporting documents or evidence. **If there are items which have an agreed unit price, payment will be made based on the actual results stated in the report.**

20.2 All payments under this Contract shall be made to the accounts of the Organization specified as follows:

[insert: account].

20.3 The Organization shall include actual service records in each report for remuneration and provide the Client with financial report and accounting note for reimbursable expenses. The Organization will convert the amount into euros using OANDA's exchange rate. The conversion rate shall refer to the rate at the last day of the month preceding the month in which the report is submitted.

E. Fairness and Good Faith

21. 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.

F. Settlement of Disputes

22. 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 23 shall apply.

23. Dispute Resolution

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably according to the Clause 22 shall be submitted to settlement proceedings under the laws of Japan.

Appendices

Appendix A – Terms of Reference

[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Organization 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 on the Organization's team; 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 Consultant'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 Organization's Proposal and reflect any changes agreed at the Contract negotiations, if any.]

2. Reimbursable Expenses:

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

All reimbursable expenses shall be reimbursed at actual cost or at the agreed rates, and in no event shall reimbursement be made in excess of the Contract amount.

Appendix C – List of Experts

[Insert: a table based on Form TECH-5 of the Organization's Technical Proposal and finalized at the Contract's negotiations.]

Appendix D – Technical Proposal

[Attach Technical Proposal submitted by the Organization.]