ANNEXURE 11- Consultancy Agreement template

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| **Consultancy Agreement**  Between  **Save the Children** **and**  **Consultancy Title:** |

Agreement No.: Date:

CRF No.: CRF/0/20

This Consultancy Agreement (the “Agreement”) is made and entered by and between Save the Children with its country office in Nepal and [insert Consultant’s name/firm] with its principal place of operation located at [insert address] (the “Consultant”) (hereinafter referred to individually as a “Party” and collectively as “the Parties”).

WHEREAS, Save the Children desires to engage the Consultant to provide certain services in the area of Consultant’s expertise and the Consultant is willing to provide such services to Save the Children;

NOW, THEREFORE, the Parties hereby agree as follows:

**(1) Engagement and Services**

(a) Engagement. Save the Children hereby engages the Consultant to provide and perform the services set forth in the enclosed Terms of Reference (ToR), and the Consultant hereby accepts the engagement.

(b) Standard of Services. All services to be provided by the Consultant shall be performed with promptness and diligence and at a level of proficiency to be expected of the Consultant with the background and experience that Consultant has represented it has. Save the Children shall provide such access to its information, property and personnel as may be reasonably required in order to permit the Consultant to perform the Services.

(c) Reporting. The Consultant will report to ………...

**(2) Consultancy Period**

(a) This Agreement shall be effective from ………. to ……….. The total number of working days shall be ………….. days.

(b) Termination. This Agreement may be terminated by either Party by giving………………. calendar days written notice of such termination to the other Party.

Save the Children will immediately terminate this agreement in the event of:

i. the death or physical or mental incapacity of the Consultant or any key person performing the Services on its behalf as a result of which the Consultant or such key person becomes unable to continue the proper performance of the Services,

ii. an act of gross negligence or wilful misconduct of the Consultant, and

iii. the insolvency, liquidation or bankruptcy of the Consultant

**(3) Consultancy Fee and Expenses**

(a) Consultancy Fee. In consideration of the Services to be rendered hereunder, Save the Children shall pay the Consultant a total fee of NPR/USD………. inclusive of taxes. <Insert per day rate if applicable>.

The fees shall be paid in the following instalments:

|  |  |  |
| --- | --- | --- |
| **Instalment** | **Percentage of total** | **Condition** |
| 1st instalment | ….% of the total amount |  |
| 2nd instalment | ….% of the total amount |  |
| 3rd instalment | …..% of the total amount |  |
| **TOTAL** | **100% of the total amount** | |

(b) Expenses. The Consultant shall be entitled for all pre-approved expenses (by Program Manager/Budget Holder) reasonably incurred in the performance of the Services, upon submission and approval of written statements and receipts in accordance with the standard procedures of Save the Children. This includes pre-approved transportation, accommodation, and DSA costs.

(c) Payment. The Consultant shall submit to their line manager/supervisor an approved timesheet <in case of individual consultant timesheet is required>, filled and signed ‘Payment Request Form’ with VAT invoice <if applicable> to claim each instalment of the consultancy fee. The line manager/supervisor will liaise with Save the Children’s Finance Department for the payment process.

(d) Tax Deductions. Save the Children shall deduct taxes on the consultancy fee mentioned in 3(a) of this agreement as per the prevailing tax law/rules of Nepal.

(e)If the Consultant fails to submit the services to Save the Children within the agreed timeframe, Save the Children will deduct 0.05% of the total consultancy fees proportionately on a daily basis.

**(4) Work Product and License**

(a) Defined. In this Agreement the term "Work Product" shall mean all work product generated by the Consultant solely or jointly with others in the performance of the Services, including, but not limited to, any and all information, notes, material, drawings, records, diagrams, formulae, processes, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks and trade secrets.

(b) Ownership. The Consultant agrees to assign and does hereby assign to Save the Children all right, title and interest in and to the Work Product. All Work Product shall be the sole and exclusive property of Save the Children and Consultant will not have any rights of any kind whatsoever in such Work Product.

The Consultant will not make any use of any of the Work Product in any manner whatsoever without the Save the Children’s prior written consent.

**(5) Confidential Information**

Unless otherwise agreed to in advance and in writing by Save the Children, the Consultant will not, except as required by law or court order, use the Confidential Information for any purpose whatsoever other than the performance of the Services or disclose the Confidential Information to any third party.

**(6) Insurance**

The Consultant shall maintain at its sole expense liability insurance covering the performance of the Services by the Consultant.

**(7) Force Majeure**

Either Party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lock-outs or other serious labour disputes, riots, earthquakes, floods, explosions or other acts of nature.

The obligations and rights of the Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the Parties’ respective obligations hereunder shall resume.

**(8) Code of Conduct and Child Safeguarding**

The Consultant will abide by Save the Children's Code of Conduct and Child Safeguarding Policy. Save the Children shall provide copies of these policies to the Consultant.

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

The Parties shall sign each page of this agreement.

Signed for and on behalf of Signed for and on behalf of

**Save the Children** **[insert name of Consultant]**

By: By:

Name: Name:

Title: Title:

Date: Email:

Mobile No:

Date: