PROJECT CONSULTANT AGREEMENT

**(Short-Term Technical Staff)**

This Agreement is made in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, between Name of Prime

 City Country

of location., called the “Contractor,” and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

hereinafter called the “Consultant.”

1. The Consultant shall perform the services described in Appendix 1, hereto attached, to the satisfaction of the Contractor and in compliance with all the terms, conditions and provisions of the Contract between the Contractor and its Client (hereinafter referred to as the “Client Contract”). The Consultant shall perform all work in a good and workmanlike manner and in accordance with sound professional or other governing practices, subject to the satisfaction and acceptance of the Client and with respect to the Contractor’s regulations for proper behavior of the staff and in observance of the ordinary daily work schedule of the labor laws of ……..(Country).

The Consultant acknowledges that the Contractor and the Client are relying on the Consultant’s representation of his/her experience and expertise and that any substantial misrepresentation may result in damage to the Contractor or the Client and may also result in dismissal of the Consultant.

1. The Contractor shall pay the Consultant as set forth in Appendix 1, hereto attached, for the proper and satisfactory performance of the Consultant’s services. The Consultant shall submit time records to the Contractor.

The Consultant shall keep accurate expense reports showing all cost or expenses incurred. The Consultant shall only be reimbursed for costs and expenses approved by the Contractor in advance. The Consultant shall not have any authority or right to incur any liability or expense to or for the Contractor, without the prior written consent of the Contractor. Appendix 3 contains a list of pre-approved allowable expenses. In order to receive reimbursement for allowed expenses, the Consultant shall not exceed the maximum authorized per diem rates. Expense reports, including original receipts and/or other documentation shall be submitted monthly by the Consultant. Final payment to the Consultant will be made thirty (30) days from the date invoices are received.

1. The Consultant will receive no company fringe benefits (or any other benefits not expressly set forth herein) during the term of this Agreement. The Consultant shall be responsible for obtaining such insurance coverage (including, but not limited to, workers’ compensation, life, accident, medical/surgical, and major medical) which the Consultant finds necessary, or desirable, solely at the Consultant’s own expense. If the Contractor is required to make any expenditure for the Consultant or his/her dependents because of the Consultant’s failure to carry insurance, or for any other reason, the Consultant shall be obligated to reimburse such amounts to the Contractor, and the Contractor is hereby authorized to withhold such amounts from monies otherwise due to the Consultant.

4. The Consultant shall not have authority to act and shall not make any commitment on behalf of the Contractor, except to the extent that such authority shall be expressly conferred in writing by the Contractor. The Consultant shall indemnify and hold Contractor harmless against any claims or demands (including costs, expense, and reasonable attorney’s fees on account thereof) arising solely and directly from the negligence or legal wrong-doing of the Consultant, including claims of patent or copyright infringement.

 **5.** The Company and the Consultant acknowledge and agree that the Consultant is an independent contractor, shall not hold him/herself out as an employee of the Company, and shall not be treated as an employee of the Company for any purpose, including but not limited to federal, state and local taxation purposes. The Consultant will be responsible for providing his/her services without the direction or control of the Company, in accordance with this Agreement.

The Company will not withhold any income taxes or any other taxes from the payments to the Consultant. The Company will not file employment tax returns for the Consultant. The Consultant is responsible for making any tax payments that are required directly to the appropriate taxing authority.

1. The Consultant shall conform with all the laws, regulations and local customs governing the Consultant’s conduct in …(country).
2. Except as expressly agreed in writing by the Contractor, the Consultant will not disclose to anyone Company or Client information acquired during the performance of this Agreement including, but not limited to, Contractor, Client or third party business trade secrets, proprietary or confidential information, whether or not such information is labeled as such. The Consultant further agrees that all information acquired by the Consultant relating to the Client Contract constitutes secret and confidential information, and shall be kept confidential and shall not be divulged or disclosed to others, except as expressly agreed in writing by the Contractor.
3. It is understood by the Consultant that confidential information includes, but is not limited to, computer programs and procedures that the Consultant has established or used in the course of his/her assignment. This obligation shall survive the term of this Agreement. All documents that the Consultant prepares or confidential information or programs (including, but not limited to, computer programs and computer-related information systems designs or models) that might be given to him/her in the course of his/her Contractor duties shall be considered the exclusive property of the Contractor and shall remain in the Contractor’s possession on its premises. Under no circumstances shall any such information or documents be utilized or commercialized without the Contractor’s written consent.

**Non-Competition Covenant:** The Consultant shall not solicit or accept directly or indirectly employment or business opportunities with the Client or with any of the Company’s other clients which are directly related to the Work under their Agreement unless Consultant seeks and obtains prior approval of the President of the Company.

This restrictive covenant will be binding upon the Consultant during the course of this Agreement. This restrictive covenant is of the essence of the Agreement between the parties and may only be waived by the written consent of the President of the Company.

Further, the Consultant agrees to promptly disclose to the Company any and all potential proposals, contracts, or other business opportunities directly or indirectly related to the Work which are made known to Consultant by the Client during the Term of this Agreement

**Work Product Ownership:** The Consultant agrees the Contractor and the Client will own all notes, records, files, background data and any other documents purchased or created or contributed to the Work under this agreement (“Work Product”), whether in hard copy or magnetic media and whether delivered to or produced or created by the Consultant. When the Work is complete or the Agreement expires, or the Consultant is terminated for any reason, the Consultant will promptly deliver to the Contractor or the Client all Work Product.

The Consultant acknowledges that any copyrightable materials prepared under this Agreement shall be deemed “Works for Hire” for the Contractor or Client under the copyright laws of the United States. It is the intent of this Agreement to vest full and exclusive ownership rights in any “Work Product” in the Contractor or Client including but not limited to the exclusive right to copy and prepare derivative works. The Consultant agrees to execute any documents reasonably requested by the Contractor or Client to fully vest such rights in the Contractor or Client.

1. The Contractor may terminate this Agreement without prior notice in the following cases:
2. if the Consultant does not perform all of the duties required of him/her to the full and complete satisfaction of the Contractor;
3. if the Consultant is in breach of any of the terms and conditions of this Agreement;
4. if the Client does not approve or withdraws its approval of the Consultant for work on the assignment, or requests the Consultant’s removal from the assignment; or
5. if the Consultant’s position under the Client Contract is curtailed, terminated or suspended for any reason, even if due to the action or fault of the Contractor.

In the event of termination of this Agreement, as aforesaid, the Consultant shall be entitled to be paid for all work properly performed up to the time the notice of termination is given by the Contractor.

9. Executive Order on Terrorism Financing. The Consultant is reminded that U.S. Executive Orders and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the consultant to ensure compliance with these Executive Orders and laws.

1. This Agreement (together with its appendices) represents and constitutes the entire agreement between the parties and shall not be explained, modified or contradicted by any prior or contemporaneous negotiations, representation or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both parties.

Upon the signing of this Agreement, each negotiating party hereby legally states or guarantees that he/she is duly authorized to place his/her signature.

In witness whereof, the parties hereunto have caused this Agreement to be signed as follows:

# For Name of Prime: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (signature) (name printed or typed)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (title)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (city) (country)

Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (signature of witness)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (printed or typed name of witness)

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Consultant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (signature of consultant)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (printed or typed name of consultant)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (country of citizenship)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (country of permanent residency)

Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (signature of witness)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (printed or typed name of witness)

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Appendix 1**

**Project and Payment Details**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Project Name:** | Name and Contract No. |  |  |  |
|  |  |
| **Client Information:** | U.S. Agency for International Development or Other Client |
|  |  |
| **Consultant:** | Name (Dr., Mr , Mrs) |
|  |  |
| **Address:** | Indicate Street Address, City, Country; if available telephone number and e-mail address |
|  |  |
| **Work Location(s):** | Each City, Country |
|  |  |
| **Estimated Start Date:** | Projected Start Date |
|  |  |
| **Estimated Termination Date:** | Projected End Date |
|  |  |
| **Pay Rate:** | Approved daily rate |
|  |  |
| **Maximum Level of Effort:** | Total number of days consultant can bill, as approved by client |
|  |  |
| **Approved Utilization of Days:** | See Appendix 2 attached |
|  |  |
| **Approved Expenses:** | 1. Per diem in CITY, COUNTRY up to NUMBER days not to exceed DOLLAR AMOUNT per day -- i.e., up to DOLLAR AMOUNT for hotel with receipt plus DOLLAR AMOUNT for meals and incidentals.
2. Local transportation expenses not to exceed DOLLAR AMOUNT total.
3. Miscellaneous communication expenses, such as courier, telephone, fax, email, and photocopying, not to exceed DOLLAR AMOUNT total.
 |

**Appendix 2**

**Work Description**

The Consultant will undertake work in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for Name of Prime in support of ....

 ( City, Country).

(project).

The Consultant will report to the (could be Chief of Party, or whoever supervises the consultant).

##### Background

##### Objective of the Assignment

##### Consultant Tasks

Deliverables

Level of Effort

Schedule