

Contract Agreement

This Agreement is made the day of
in the year two thousand and between the Government of Grenada
(represented by the Permanent Secretary in the Ministry of
..... hereinafter called the
“**The Government**”) of the one part and [] (hereinafter called the “**The Contractor**”) of the other part; collectively “the Parties”.

Whereas The Government of Grenada has determined that there is the need to procure certain services for its proper functioning;

And Whereas it has been further represented by The Contractor that he/she is an individual who has the qualifications and the ability to deliver the required services.

Now it is hereby agreed as follows:

1. NATURE OF SERVICES

Subject to the terms and conditions of this Agreement the Government shall engage the Contractor to provide the services set out in the “Scope of Services in” Schedule 1 to this Agreement, and incorporated herein by this reference, which services may be referred to herein as the “services” hereunder.

2. TERM OF ENGAGEMENT

The engagement of the Contractor shall commence on the [date of this Agreement] [insert date] for a period of years and may be determined in accordance with clause 7 below.

The engagement may only be extended beyond the term set out above upon a separate written agreement between the Parties.

3. FEES

In consideration for the delivery of the Services set out in Schedule 1 the Government shall pay the Contractor the sum of ECD to be paid at the end of every month for services rendered during the previous month.

Completeness of work product shall be determined by the Government in its sole discretion, and the Contractor agrees to make all revisions, additions, deletion or alterations are requested by the Government. No other fees and/or expenses will be paid to the Contractor, unless such fees and/or expenses have been approved in advance by the appropriate Government representative in writing. The Contractor shall be solely responsible for any and all taxes, National Insurance contributions or payments, disability insurance, unemployment taxes, and other payroll type taxes applicable to such compensation. The Contractor hereby indemnifies and holds the Government harmless from, any claims, losses, costs, fees, liabilities, damages or injuries suffered by the Government arising out of the Contractor's failure with respect to its obligations in this Clause 3.

4. DUTIES

During the term of this Agreement the Contractor shall perform the Services in a diligent and workman like manner and shall devote as much as his/ her productive time, energy and ability to the performance of the Services in accordance with the Scope of Services at Schedule 1 as is necessary to perform the Services a timely and productive manner.

5. COMPLIANCE WITH GOVERNMENT'S STANDARDS

The content, style, form and format of any work product of the Services shall be completely satisfactory to the Government and shall be consistent with the Government's standards and any specifications as may be set out in the Scope of Services at schedule 1 to this Agreement.

6. INABILITY TO PROVIDE SERVICES

The Contractor agrees to be present to deliver the Services at the agreed places and times set out in Schedule 1. If the Contractor is unable to provide the Services due to illness or injury the Contractor undertakes to forthwith to notify the Government so as to enable the Government to make the requisite alternative arrangements during any occasion of absence

7. TERMINATION

Without prejudice to any common law incidence of termination for breach of contractual terms and/or other available remedies, this Agreement may be terminated by either party giving not less than one (1) month's prior written notice to the other. In addition, if the Contractor is convicted of any crime or offence, fails or refuses to comply with the written policies or reasonable directive of the Government, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the Government at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.

8. FURTHER ENGAGEMENT

Any further engagement will be on such terms and for such period as may be agreed by the Parties.

9. NO EMPLOYMENT RELATIONSHIP

It is clearly understood by the parties to this agreement that nothing in this Agreement should be interpreted as creating a relationship of employer and employee between the Parties.

The Contractor agrees that he/she is an independent contractor of the Government and, except in cases where he/she is specifically so authorized in writing; he/she must not hold himself out as an agent of the Government.

As such the Contractor is fully and personally responsible for all duties and obligations of workers pursuant to the National Insurance Act as amended.

It is further understood that this agreement does not give rise to any rights or obligations in keeping with a contract of employment, whether according to statute or the common law.

The Government shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the Government hereunder or otherwise for vacation pay, sick leave, retirement benefits, national insurance, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

10. NO CONFLICT

Nothing in this agreement shall prevent the Contractor from being engaged, concerned or having any financial interest in any other business activity provided that such interest, business or activity does not (and there is no significant risk that it would) result in a direct or indirect conflict of interest between the Government and the Contractor.

11. REPRESENTATIONS AND WARRANTIES BY THE CONTRACTOR

11.1 The Contractor represents and warrants to the Government that he/she has the requisite training and skill to enable him/her to perform all of the obligations under this Agreement.

11.2 In entering into this Agreement the Contractor warrants that the representations made and the information provided to the Government is true and correct in all material respects and no material fact has been omitted there from which would make such representations or information provided misleading.

11.3 It is understood that in entering this Agreement the Government has relied on the representations made and the information provided by the Contractor and reserves the right to seek whatever remedies are available to it under the law should there be any material falsity in the representations or information provided.

12. OBLIGATIONS UPON TERMINATION

On the Termination Date the Contractor shall deliver up to the Government all records, documents, accounts, letters and papers of every description (whether originals or copies and whether on paper, computer memory or otherwise) within his possession or control relating to the business of and any other property belonging to the Government.

13. LEGALITY, VALIDITY AND ENFORCEABILITY

If at any time any provision of this Agreement, or any portion thereof is or becomes illegal invalid or unenforceable the legality validity and the enforceability of the remaining provisions of this Agreement shall nevertheless remain in full force and effect.

14. FORCE MAJEURE

In the event of an act of God including but not limited to fire, flood, earthquake, hurricane or other natural disaster, act of any sovereign including but not limited to war, invasion, act of foreign enemies, rebellion, revolution, insurrection, military or usurped power, labour dispute including but not limited to strike action or if any other cause beyond the reasonable control of the Parties occurring in Grenada renders performance of this Agreement impossible, the Party unable to fulfill its obligations shall immediately notify the other Party describing the case in question including the nature and cause of the occurrence, its expected duration and the expected duration for damage, and/or restitution of the status quo and the obligations of the Parties shall be suspended for so long as the force majeure event renders performance under this Agreement impossible provided that if and when the period of such incapacity actually exceed ninety (90) days then this Agreement shall automatically terminate without liability for compensation or damages unless the Parties first agree otherwise in writing.

15. RIGHTS AND REMEDIES NOT WAIVED

No course of dealings between the Government and the Contractor or any failure or delay on the part of the Parties in exercising any rights or remedies hereunder shall operate as a waiver of any rights or remedies of the Parties and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder.

16. NOTICES

Any notice, document, representation or other communication to be given hereunder to any of the Parties hereto shall be in writing and may be given by delivery, or sent by facsimile or other similar means of electronic communication, or if postal services and deliveries are then operating, mailed by registered mail to such Party at its address set out below or at such other address as such Party may have designated by notice so given to the other Parties hereto.

In the case of the Government, at:

The Permanent Secretary

Ministry of

.....

ST. GEORGE'S

In the case of the Contractor, at:

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Any notice or other communication shall be deemed to have been given, if delivered, on the date of delivery, or if sent by facsimile or other similar means of electronic communication, on the date of sending or on the next Business Day following the date of sending if not itself a Business Day, or if mailed by registered mail as aforesaid, on the date of mailing if postal service and deliveries are then operating.

17. MODIFICATION AND WAIVER

No modification, amendment, variation or waiver of any of the provisions of this Agreement shall be effective unless such modification amendment variation or waiver shall be in writing and signed by the Parties, and the same shall then be effective only for the period, on the conditions and for the specific instances and purposes specified in such writing.

18. GOVERNING LAW

This Agreement shall be construed in accordance with and governed in all respects by the Laws of Grenada.

19. ENTIRETY OF AGREEMENT

This Agreement embodies the entire understanding of the Parties in respect of the matters contained or referred to in it and there are no promises, terms, conditions or obligations oral or written express or implied other than those contained in this Agreement, save and except the terms conditions or obligations contained in any future contract which the Parties may enter into for the delivery of the Services referable to this Agreement.

20. NON-TRANSFERRABLE CONTRACT

It is clearly understood by the Parties that this Agreement may not be transferred to any other person neither can any individual, other than the Contractor named herein, derive or obtain any benefit from this Agreement.

The Contractor accepts that he/she is personally responsible and liable for the delivery of the services that are governed by this agreement and that no other individual may be substituted for the Contractor during the course of delivery of the Services.

21. DISPUTES

If any dispute arises between the Government and the Contractor touching the construction of any clause herein contained or the duties or liabilities of the Parties hereunder the Parties shall use their best efforts to resolve same amicably. If the dispute is not resolved within 30 days, it shall be referred for resolution by reference to a mediator that has been jointly selected by the parties from the list of Court-appointed mediators.

If such a dispute has not been amicably settled within a period of three (3) months from the date of the first meeting convened pursuant to Clause 20

hereof either Party shall submit this dispute to arbitration in accordance with the Arbitration Act Chapter 19 of the Laws of Grenada. The legal place of arbitration shall be Grenada and arbitration shall be conducted in accordance with the laws of Grenada.

22. ANNOUNCEMENTS AND CONFIDENTIALITY

The Contractor shall not (otherwise than as required by law or in relation to information which is publicly available) make any announcement or divulge any information concerning the terms of this Agreement without the prior written consent of the Government.

The Contractor further agrees not to communicate or cause to be communicated to any other party, any confidential information that might have been obtained during the course of execution of this contract except with the express written consent of the Government.

23. RIGHT TO INDEPENDENT ADVICE

The Contractor hereby affirms that he has been advised of his right to independent counsel on the full implications of the terms of this Agreement and that in the execution of this Agreement he/she has either obtained such independent advice or hereby waives his/her right to such independent advice regarding the contents of this Agreement.

IN WITNESS THEREOF the parties hereto have set their respective hands on the date first mentioned

SIGNED AND DELIVERED BY)
Permanent Secretary acting for and on)
behalf of the Government of Grenada).....
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In the presence of).....

SIGNED AND DELIVERED BY)
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In the presence of).....