



Government of Belize

INSTITUTIONAL CONTRACT

Contract No.: INC 2014/001
Amendment No.: _____
Country: Belize

Organizational Unit: Astrum Helicopters
BAC: Gustavo Giron Jr.

Contract entered into between the Ministry of Fisheries, Forestry and Sustainable Development (Executing Agency) in the framework of the Projects "*Applied Forest Management- Building Capacities for the Restoration of Watersheds Impacted by Natural Disasters Adaptation at Basins*" according the provisions of the Project Document and the Standard Basic Assistance Agreement (SBAA) between the Government of Belize (GOB) and the United Nations Development Programme (UNDP) (hereinafter referred to as the Implementing Partner), and **Astrum Helicopters** (Hereinafter referred to as the Contractor).

Address: Mile 3.5 Western Highway, Belize City, Belize
Telephone No: 222-5100

I. Work Assignment:

Tentative Date	Flight No.	Quantity (Hours)	Empty Transport (Hours)	Re - fuel	No. Persons	Route
November 2014	Flight A	2.7	1	1	3	Pick up Belmopan airstrip overfly Freshwater Creek and Central Belize area back to Belmopan airstrip
November 2014	Flight B	2.6			3	Pick up Belmopan airstrip overfly Hummingbird, Coastal Road, Yalbac, Spanish Lookout back to Belmopan airstrip
December 2014	Flight C	2.6	1	1	3	Pick up Belmopan airstrip overfly Maya Mountains and Columbia River Forest Reserve back to Belmopan airstrip
December 2014	Flight D	3.1			3	Pick up Belmopan airstrip overfly Toledo District back to Belmopan

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					airstrip
TOTAL	11	2	2	For all flights combined	

3 Passengers: #1: Percival Cho, 170 lbs, #2 Lewis Usher, 225 lbs, #3: Domingo Ruiz, 200 lbs.
Total Weight 595 lbs.

This Contract shall commence on the 10th November, 2014, and shall expire on the satisfactory completion of the services described above, but not later than December 31, 2014, unless sooner terminated under the Terms of this Contract. This contract is subject to the GOB General Terms and Conditions.

2. **Consideration** – As full consideration for the services performed by the Contractor under the terms of this Agreement the Ministry of Forestry, Fisheries and Sustainable Development (MFFSD) shall pay the Contractor upon certification that the services have been satisfactorily performed:

(a) A fee of: \$2,137.5 per hour of flight with passengers + \$562.50 per refueling (with GST)

Total Fee: \$24,637.50 for 11 hours of flight with passengers and 2 refueling

(b) Where two currencies are involved, the rate of exchange shall be the official rate applied by the MFFSD on the day the MFFSD instruct its Bankers to effect the payment(s);

(c) The fee is payable in installments upon certification of satisfactory performance at each phase.

<u>PHASE</u>	<u>AMOUNT</u>
1. Flight A and B = 5.3 hrs. + 1 refueling	\$11,891.25
2. Flight C and D = 6.7 hrs. + 1 refueling	\$12,746.25

3. Security –

3.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of MFFSD's property in the Contractor's custody, rests with the Contractor.

3.2 The Contractor shall:

(a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;

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(b) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

3.3 MFFSD reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for MFFSD's property in its custody as set forth in paragraph 3.1 above.

4. Audit and investigations-

4.1- Each invoice paid by MFFSD shall be subject to a post-payment audit by auditors, whether internal or external, of MFFSD or the authorized agents of the MFFSD at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The MFFSD shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the MFFSD other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by MFFSD have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, MFFSD reserves the right to seek recovery and/or to take any other action as it deems necessary.


4.2- The Contractor acknowledges and agrees that, at anytime, MFFSD may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of MFFSD to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to MFFSD access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by MFFSD hereunder.

5. Anti-terrorism

The Contractor agrees to undertake all reasonable efforts to ensure that none of the MFFSD funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by MFFSD hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

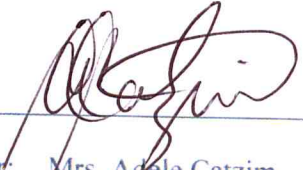
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I acknowledge that I have read and accept the conditions on reverse.

Contractor : 
Representative: Travis Zetina
Assistant Manager

Date: November 7th 2014

On behalf of Astrum Helicopters and Gustavo Giron Jr.

Signature: 
Authorized Officer: Mrs. Adele Catzim
Chief Executive Officer

Date: Nov. 7/2014

On behalf of the Ministry of Forestry, Fisheries and Sustainable Development



Government of Belize
GENERAL CONDITIONS OF CONTRACT FOR SERVICES

1.0 LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the Government of Belize (GOB). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of GOB.

2.0 SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to GOB in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect GOB and shall fulfill its commitments with the fullest regard to the interests of GOB.

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4.0 ASSIGNMENT:

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of GOB.

5.0 SUB-CONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of GOB for all sub-contractors. The approval of GOB of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of GOB has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

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7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, GOB, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.4.1 Name GOB as additional insured;

8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the GOB;

"GOB agrees to pay for ANY and ALL damages in the event of negligence and/or accidents to the helicopter (airframe, windows, seats, instruments, paint, blades or any other helicopter part) by GOB (or an servant, employee or agent of GOB). The cost will be billed at retail value + shipping expenses + customs duties + installation expenses."

8.4.3 Provide that the GOB shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide the GOB with satisfactory evidence of the insurance required under this Article.

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9.0 ENCUMBRANCES/LIENS:

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the GOB against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10.0 TITLE TO EQUIPMENT: Title to any equipment and supplies that may be furnished by GOB shall rest with GOB and any such equipment shall be returned to GOB at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to GOB, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate GOB for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

11.1 Except as is otherwise expressly provided in writing in the Contract, the GOB shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the GOB under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the GOB.

11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the GOB does not and shall not claim any ownership interest thereto, and the Contractor grants to the GOB a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

11.3 At the request of the GOB; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the GOB in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the GOB, shall be made available for use or inspection by the GOB at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to GOB authorized officials on completion of work under the Contract.

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12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with GOB, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of GOB, or any abbreviation of the name of GOB in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

13.1 The recipient ("Recipient") of such information shall:

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

13.2.1 any other party with the Discloser's prior written consent; and,

13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

13.2.2.2 any entity over which the Party exercises effective managerial control;

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the

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Contractor will give the GOB sufficient prior notice of a request for the disclosure of Information in order to allow the GOB to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.4 The GOB may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the GOB, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the GOB of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the GOB shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the GOB shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the GOB is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

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15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

15.2 GOB reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case GOB shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by GOB under this Article, no payment shall be due from GOB to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the GOB may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the GOB of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

16.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate

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("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the GOB, including its subsidiary organs.

18.0 TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the GOB to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes GOB to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the GOB before the payment thereof and the GOB has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the GOB with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle GOB to terminate this Contract immediately upon notice to the Contractor, at no cost to GOB.

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of

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Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle GOB to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of GOB.

21.0 OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle GOB to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

22.2 The GOB shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of GOB, only the GOB Authorized Official possesses the authority to agree on behalf of GOB to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against GOB unless provided by an amendment to this Agreement signed by the Contractor and jointly by the GOB Authorized Official.

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