AGREEMENT TO ACQUIRE SERVICE

THIS AGREEMENT is made between

The Government of Kiribati as represented by the Ministry of Environment, Lands and Agricultural Development, hereinafter referred to as the "Employer"

and

Mrs Renga Teannaki; Mr Tererei Aruee and Mr Wayne Reiher representing the technical working group of the CB II project Steering Committee hereinafter referred to as the "Contractors"

IT IS AGREED as follows:

1. **The Services**

Contractors undertake to supply the Services as detailed in the attached Terms of Reference

2. **Employer's Contact**

Enquiries about this Agreement should be addressed to

Mr. Moannata Ientaake
Secretary
Ministry of Environment, Lands and Agriculture Development
P.O. BOX 234, Bikenibeu, Tarawa, KIRIBATI
Fax: (686) 28334; Ph (686) 28507/28360
email: ientaake@gmail.com

3. **Commencement**

Contractors will commence the Services on the 07th October 2015 and complete on the 07th November 2015. The Contractors will be closely monitored by a team comprised of the United Nation Development Program and the Ministry of Environment Lands and Agricultural Development as appointed by the Ministry through the Director of Environment and Conservation Division, throughout the contract.

4. **Delivery deadline(s)**

All tasks specified under The Terms of Reference (ToR) attached, shall be duly completed within the timeframe, as specified in the TOR

5. Fees and Payment

The total contract sum for the completion of the targeted activity shall be **AUD$1500.00.** The payment shall be done according to the following arrangement:.

1st payment - 50% of the total amount shall be paid upon the completion and submission of the first draft assessment report to the ECD.

2nd payment - remaining 50% of the total amount shall be paid upon the completion and endorsement of final report by ECD and the CB II steering committee.

6. Performance of the Services and Quality Control

Contractors will be solely responsible for determining all matters of detail as to the manner in which the Services are performed, and for ensuring that all work done is of an objectively high standard.

7. Taxes, Duties and Government Charges

All taxes, duties and government charges imposed or levied in Kiribati or overseas in connection with the performance of this Agreement shall be borne by the Contractors.

8. Provision of Equipment and Materials

Contractors will undertake the Services substantially at his own and the construction premises and using his own equipment and materials, the costs of which shall be deemed to have been included within the fee indicated herein.

9. Delegation and assignment

Contractors must not delegate, any obligations under this Agreement without prior written consent from the Employer. If any work under this contract is delegated, the Contractors shall at all times be responsible for ensuring that the work is performed to the standard required. Where any part of the work is delegated, the Contactor shall be solely responsible for meeting any fees, remuneration or expenses due to the delegate out of his fee for the work (as specified below), and the Employer shall not be responsible for making any such payments itself. The Contractors shall not be permitted to assign the entire benefit of this Agreement without the Employer's prior written consent.

10. Relationship of the Parties

Nothing in this Agreement shall be deemed to constitute a relationship between the employer and the contractors. Contractors shall not be entitled to any rights or protections afforded under this agreement. Nor shall this Agreement be deemed to establish a business partnership or any agency relationship between the parties.

11. Insurance

Contractors shall be responsible for arranging (and meeting the cost of) such insurance as s/he thinks fit in connection with this Agreement.

12. Confidentiality

In the event of the Employer making available to the Contractors confidential information relating to its business, scientific or other activities in the course of this Agreement, the Contractors shall maintain the confidentiality of such information, and shall not disclose it to third parties or officers of the Employer outside the team(s) working in relation to this Contract. If any permission is given for the disclosure of any confidential information disclosed hereunder to a third Party or Parties, Contractors shall ensure that the third Party or Parties are bound by obligations to maintain the

confidentiality of such information which are the same as, or equivalent to, those set out herein.

13. Entire agreement and amendments

This Agreement constitutes the entire agreement between the parties, and any representation made by either party prior to the signing hereof shall be disregarded. Any amendments to this Agreement shall be agreed in writing by the Contractors and the Employer.

14. Attachment

The TOR and Contract enclosed shall form part of this Agreement

15. Damages for non completion

If the Work is not completed by the date for completion in the Contract or by any later date fixed by agreement as an extension of time the Contractors shall pay or allow to the Employer liquidated damages at the rate to be determined by the Employer. The Employer may either deduct the liquidated damages from any monies due to the Contractors under the contract after giving a notice of deduction or recover the liquidated damages from the Contractors as a debt.

16. Contractors to correct defects and finalise work

Contractors must correct any defects and finalise any incomplete Work within 5 working days after receiving a written instruction from the Employer to do so.

If Contractors fail to correct a defect or finalise incomplete Work within the time nominated or fails to show a reasonable cause for the failure together with a timetable that is acceptable to the Employer, the Employer may terminate the Contract.

17. Final claim after defects have been rectified.

Contractors are entitled to submit to the Employer a claim for final payment when all defects liability periods have ended and the Contractors has rectified all defects and finalised all incomplete Work.

Upon satisfaction of rectified defects by the Contractors, the Employer will notify the Contractors to submit the claim. Upon receipt of claim, the Employer will then issue the payment accordingly. If the Contractors fail to do so the Employer may determine the final claim. After the final claim has been made the Contractors is not entitled to make any further claims under this contract.

Signed

.....	30/05/15
Mrs Renga Teannaki	Date
.....	30/10/15
Mr Tererei Aruee	Date
.....	30/10/15
Mr Wayne Reiher	Date

On behalf of the Employer

.....	27/10/15
Mr Moannata Ientaake	Date

Secretary
Ministry of Environment, Lands and Agricultural Development

Enclosed: TOR

Terms of Reference

The Contractors is responsible for the following tasks:

- Assess and review existing environmental databases and environmental management information system in Kiribati particularly at the ECD level using the SWOT analysis.
- Assess and review technologies that are currently in use by ECD, including analysis of specifications needed by the project. Include identifying technologies needs/requirements to support the EMIS such as computer/server equipment, software, networking and communication equipment, backup system, power surge protection, etc.
- Recommend the best location for the server and other equipment that will support the EMIS database.
- Review centralized environment data repository that is currently in place and recommend improvements where seen necessary.
- Assess the internet connectivity at the ECD to determine the level of internet speed that would allow the easy access of the database by the users and make recommendations for improvement.
- Provide the assessment report and submit it to ECD for comments.
- Assist to procure the necessary IT equipment required for the EMIS.