

THE GOVERNMENT OF JAMAICA

TECHNICAL SERVICES CONTRACT

WITH

BERNARD MADDEN & MADDEN

THIS CONTRACT is entered into this 17th day of June 2013, by and between **PLANNING INSTITUTE OF JAMAICA** (“the Institute”) having its principal place of business at 16 Oxford Road, Kingston 5 and **BERNARD MADDEN & MADDEN, ATTORNEYS-AT-LAW** , TRN #001966910 (“the Consultant”) having her principal office located at 2A Strathairn Avenue, Kingston 10.

WHEREAS

- (a) the Institute has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Institute that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services

- (i) The Consultant shall provide legal support to:
 - The Ministry of Industry, Investment and Commerce (MIIC) for the creation and development of the insolvency Act and Regulations (See Terms of Reference – Annex II);
 - The Marine Authority of Jamaica for the preparation of Legislation for the development of Crewing in Jamaica (See Terms of Reference – Annex I).
- (ii) The Consultant shall perform the service specified in Annexes I & II, “Terms of Reference and Scope of Service”, which is made an integral part of this Contract (“the Services”).
- (iii) The Consultant shall submit to the Institute the reports (hereinafter called the “deliverables”) within the time

period specified in Annexes I and II.

2. Term See Annexes I and II

3. Payment A. Ceiling

For Services rendered pursuant to Annexes I and II, the Institute shall pay the Consultant an amount not to exceed the amount stated in the respective annexes. These amounts have been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payment (See Annexes I and II)

Invoices must be submitted to support all payments.

C. Tax Compliance Certificate

The Consultant must present a valid TCC and shall be liable for paying all statutory payments.

D. Payment Conditions

Payment shall be made in Jamaican dollars, no later than 30 days following submission by the Consultant, and approval by the Institute, of invoices in duplicate and the respective deliverables as established in Annexes I & II.

4. Project Administration

A. Coordinator

The Institute designates the Deputy Director General, External Cooperation Management as Institute's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the deliverables on behalf of the Institute and for receiving and approving invoices for the payment.

B. Reports

The deliverables listed in Annex I and II shall be submitted in

the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.

- 5. Performance Standards** The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. In the event any work performed or any report or document prepared by the Consultant is considered unsatisfactory by the Institute, the Institute will so notify the Consultant in writing specifying the problem. The Consultant will have a period of fifteen (15) working days from the date of receipt of the notification, to remedy or correct the problem. The Institute shall have a reasonable period from the date of delivery of any report or document by the Consultant, to analyze same, make comments, require revisions and/or corrections, or to accept it.
- 6. Relation between the parties** None of the provisions of this Contract shall be interpreted as establishing or creating an employer and employee relationship between the parties, their representatives and employees. It is understood that the legal status of the Consultant and of any person who provides services as a result of this Contract is simply that of an independent contractor.
- 7. Confidentiality** The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Institute's business or operations without the prior written consent of the Institute.
- 8. Ownership of Material** Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Institute under the Contract shall belong to and remain the property of the Institute. The Consultant may retain a copy of such documents and software.
- 9. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 10. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Institute's prior written consent.
- 11. Law Governing** The Contract shall be governed by the laws of Jamaica and the

Contract and Language

language of the Contract shall be English.

12. Dispute Resolution

Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Institute's country.

13. Conflict of Interest

The Consultant:

- (a) Represents and warrants that he/she individually, or as a member of a firm, has not been previously contracted by the Institute to supply goods or execute works or provide services (other than the Services) for a project that has originated the Services or is closely related to them.
- (b) Agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
- (c) Agrees that, during the term of this Contract not to enter into any other contract for the provision of services that, by its nature, may be in conflict with the Services assigned to the Consultant.
- (d) Represents and warrants that he/she does not have a business or family relationship with a member of the Institute's who are directly or indirectly involved in any part of: (i) the preparation of the TOR of the Contract, (ii) the selection process for such Contract, or (iii) supervision of such Contract.

14. Cancellation of the Contract

Without constituting a breach of contract by either party, the present contract may be cancelled for the following reasons: (a) agreement between both parties; and (b) force majeure that may disable the fulfillment of the obligations by of the parties, if written notice is sent fifteen (15) days beforehand. In this event, the relationship will be settled and the Consultant paid for services rendered up to the date of submission of the written justification. In both cases the Institute will inform the Bank of the termination of the contract.

15. Amendments

Any amendments and modifications to this contract must be made in writing and signed by all parties. This contract represents the entirety of

the understanding between the parties.

The mutual rights and obligations of the Institute and the Consultant shall be as set forth in the Contract, in particular:

- (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Institute shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

SIGNED for and on behalf of THE PLANNING INSTITUTE OF JAMAICA.

BY *Barbara Scott*
Director General
or duly authorized Officer

[Signature]
Witness

June 26, 2013
Date

June 26, 2013
Date

For and on behalf of BERNARD MADDEN & MADDEN

BY *Geoff Madden*
BERNARD MADDEN & MADDEN

[Signature]
Witness

June 25, 2013
Date

June 25, 2013
Date