

**CONTRACT FOR SERVICES**

This Contract is made between: ***The University of the West Indies, St. Augustine Campus*** (hereinafter referred to as the **Contracting Agency**) and ***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*** (hereinafter referred to as the **Contractor**).

*WHEREAS* the Contracting Agency has a requirement for **\_\_\_\_\_\_\_\_** for the project entitled **“\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_”** (hereinafter referred to as the “Services”); and

*WHEREAS* the Contractor represents that he/she possesses the necessary education, training and experience to fill the Contracting Agency’s requirement;

**NOW THEREFORE THE PARTIES** hereby agree as follows:

1. The Contracting Agency appoints the Contractor and the Contractor agrees to carry out the Services as specified in the Terms of Reference attached as **Appendix I** to this Contract, in accordance with the terms and conditions set out in this Contract.
2. The Contractor shall carry out the Services over the period of **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**

1. For Services rendered pursuant to **Appendix I**, the Contracting Agency shall pay the Contractor the sum of **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** in accordance with the Payment Schedule, attached as **Appendix II**. Payment will be made on provision of an invoice by the Contractor and certification by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the satisfactory performance of the Services by the Contractor and in accordance with the Contracting Agency’s Financial Code and Policies, and where applicable, any statutory deductions applicable to the Contractor and like services.
2. The Contractor shall not disclose any proprietary or confidential information relating to the Services, this Contract or the Contracting Agency’s business or operations without the prior written consent of the Contracting Agency. This provision will survive the expiration or termination of this Contract.
3. All intellectual property rights (including copyright) in the outputs produced under this contract shall be vested in the Contracting Agency, including, without any limitations, the right to use, publish, translate, sell or distribute, any item of the outputs or any part thereof.
4. a) The Contractor’s engagement may be terminated by either party giving \_\_\_\_\_\_\_\_\_\_\_

 written notice to the other.

b) The Contracting Agency shall in addition have the right to terminate this Contract immediately and without liability for compensation or damages if the Contractor:

1. fails to comply with any express or implied obligations under this Contract;
2. fails or ceases to perform his/her duties under this Contract to the reasonable satisfaction of the Contracting Agency; and/or
3. becomes unfit or incapable of continuing to perform the Services under this contract adequately, by reason of physical or mental illness or incapacity.
4. No party shall be considered to be in default or in breach of its obligations under this Contract if the performance of such obligations is prevented by any circumstances of Force Majeure which arises after the Contract becomes effective. The term “Force Majeure” as employed herein means an event which is beyond the reasonable control of a Party and which prevents or significantly impairs a Party’s performance of its obligations hereunder impossible or reasonably to be considered impossible in the circumstances or so impractical, and includes but is not limited to, war (whether declared or not), riots, civil disorder, epidemic, pandemic, quarantine, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts, or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action or authority by governmental or regulatory agencies or Acts of God. Any excuse from liability as a result of a Force Majeure event shall be effective only to the extent and duration of the event causing the failure or delay in performance and provided that the party relying on such excuse has not caused such event to occur and continues to use diligent, good faith efforts to avoid the effects of such event and to perform its obligations as reasonably practicable.
5. All modifications, additions, and other changes to this Contract shall be by exchange of letters signed by the duly authorised representative of the Contracting Agency and the Contractor. In the event that the Contractor effects any such changes without such written amendment, such changes shall be deemed to have been made without proper authority and no adjustment shall be made in the Contract remuneration to cover any increase in costs incurred as a result thereof.
6. The terms and conditions of this Contract and its Appendices embody the whole of this Contract between the parties and there are no promises, terms, conditions or obligations other than those contained herein.
7. The addresses for notification relating to the performance of this contract are:

**THE CONTRACTING AGENCY: CAMPUS BURSAR**

**THE UNIVERSITY OF THE WEST INDIES**

 **ST. AUGUSTINE CAMPUS**

 **TRINIDAD**

**THE CONTRACTOR: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. This Contract shall become effective upon the execution and delivery hereof by the parties hereto.

Signed: Signed:

…………………………………… ………………………………………..

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

The University of the West Indies Contractor

St. Augustine Campus

Date ………………………………. Date …………………………………..

**APPENDIX I**

**TERMS OF REFERENCE**

**xxxxxxxx**

**xxxxxxxx**

**xxxxxxxx**

**APPENDIX II**

**PAYMENT SCHEDULE**

|  |  |
| --- | --- |
| **Period** | **Contractor’s Fee** |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

**Where applicable, the Contractor shall be paid solely for time worked pursuant to the Services. The Contractor’s total fee will be prorated in accordance with actual time worked by the Contractor (if necessary).**

***Account #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***