CONTRACT FOR CONSULTING SERVICES

**(Startup and business management consulting)**

THIS CONTRACT (“Contract”) is entered into this [Date]by and between [institution Name](“the Client”) having its principal place of business at *[City or region],* and **The Omega project LLC** (“the Consultant”).

WHEREAS, the Client wishes to have the Consultant performing the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

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| **1. Services** | (i) The Consultant shall perform the services specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).  (ii) The Consultant shall provide the reports listed in Annex B, “Consultant's Reporting Obligations,” within the time periods listed in such Annex, and the personnel listed in Annex C, “Cost Estimate of Services, List of Personnel and Schedule of Rates” to perform the Services. Not Applicable |
| **2. Term** | The Consultant shall perform the Services during the period commencing [*contract validation period (from)]* and continuing through *[contract ending Date (to)] or* any other period as may be subsequently agreed by the parties in writing. |
| **3. Payment** | A. Ceiling  For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed a ceiling of [contract amount during the period]*US $ / THB* (the contract amount in words*).* This amount has 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. The payments made under the Contract consist of the Consultant's remuneration as defined in sub-paragraph B below and of the reimbursable expenditures as defined in sub-paragraph C below.  B. Remuneration  The Client shall pay the Consultant for Services rendered at the rate(s) per man/month spent, in accordance with the rates agreed and specified in Annex C, “Cost Estimate of Services, List of Personnel and Schedule of Rates.”  C. Reimbursables – Not Applicable  The Client shall pay the Consultant for reimbursable expenses, which shall consist of and be limited to:  (i) Normal and customary expenditures for official travel, accommodation, printing, and telephone charges; official travel will be reimbursed at the cost of less than first class travel and will need to be authorized by the Client’s coordinator;  (ii) Such other expenses as approved in advance by the Client’s coordinator.  D. Payment Conditions  Payment shall be made in *US Dollars* / Thai baht not later than 7 days after the end of each month following submission of invoices in duplicate to the Coordinator designated in paragraph 4. |
| **4. Project Administration** | A. Coordinator  The Client designates *[client coordinator]* as Client’s Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, and for approving payments.  B. Timesheets  During the course of their work under this Contract, including field work, the Consultant may be required to complete timesheets or any other document used to identify time spent, as instructed by the Project Coordinator.  C. Records and Accounts (Not Applicable)  The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Client reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant’s records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter. |
| **5. Performance Standard** | The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. |
| **6. 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 Client’s business or operations without the prior written consent of the Client. |
| **7. Ownership of Material** | Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software. |
| **8. Consultant Not to be Engaged in Certain Activities** | The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services. |
| **9. Insurance** | The Consultant will be responsible for taking out any appropriate insurance coverage. |
| **10. Assignment** | The Consultant shall not assign this Contract or Subcontract any portion of it without the Client's prior written consent. |
| **11. Law Governing Contract and Language** | The Contract shall be governed by the law(s) in effect in the parts of West Bank and Gaza under the jurisdiction of the Palestinian Authority, and the language of the Contract shall be English Language. |
| **12. Dispute Resolution** | Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client’s country. |

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| **13 Termination** |  |
| **13.1 By the Client** | The Client may terminate this Contract if the Consultants are unable to perform a material portion of the Services for a period of not less than thirty (30) days  (a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing,  (b) if the Consultants become insolvent or bankrupt;  (c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days, or  (d) if the consultant, in the judgment of the client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.  For the purpose of this clause:  “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.  “fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.  (e) if the Client, in its sole discretion, decides to terminate this Contract. |
| **13.2 By the Consultants** | The Consultants may terminate this Contract, by not less than thirty (30) days’ written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 13.2:  (a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue; or  (b) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days. |

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| **13.3 Payment upon Termination** | Upon termination of this Contract pursuant to Clauses 13.1 or 13.2, the Client shall make the following payments to the Consultants:  (a) remuneration pursuant to Clause 3 for Services satisfactorily performed prior to the effective date of termination;  (b) except in the case of termination pursuant to paragraphs (a) ,(b) and d of Clause 13.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents. |

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| **FOR THE CLIENT** | **FOR THE CONSULTANT** |
| ***[the institution Name]*** | CEO / Chief Executive Officer @ The Omega project LLC |
| **[the name of authorized signatory]** | Alexey Tsvetochkin |
| **Signature** | **Signature** |

**List of Annexes**

Annex A: Terms of Reference and Scope of Services

Annex B: Consultant’s Reporting Obligations

Annex C: Cost Estimate of Services, List of Personnel and Schedule of Rates

**Annex A**

Terms of reference & scope of services:

The Consultant will take care of the following services and responsibilities on behalf of the Client:

* **Strategy and Planning**

Analysis, statistics, and strategy – business plan evaluation and advice.

* **Legal Business Formation**

Advice on options such as sole proprietor, corporation, LLC, and the pros and cons of it. Business registration and legal support (sub service provided by cooperating partner).

* **Corporate budgeting implementation**Development of a set of procedures for a company’s budget planning and operating.
* **Business Structure Development**

Assistance of execution of major critical steps in the early stages of the business. Organizational management planning & evaluation.

* **Marketing planning & research**

Evaluation / development / advise on business marketing. Initial market research and overview.

* **Vendor Selection**

Assisting the Client by providing reliable teams (including staffing) to execute critical elements of starting a business. Vendor market overview.

**Annex B**

Consultant’s Reporting Obligations

* The Consultant should work in close cooperation with the Client’s top-management team by establishing full control to the reporting process and data. This includes creation/management of a project Gantt’s chart and regular management report tools for the key personnel.
* At weekly basis, the Consultant should have an online/offline meeting to report work progress to the Customer.

**Annex C**

Cost Estimate of Services, List of Personnel and Schedule of Rates

(1) Remuneration of Staff

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| --- | --- | --- | --- | --- |
|  | Name | Rate  (per month in currency) US$ / THB | Time spent  (month) | Total  (currency)  US$ / THB |
| [position name] | **[Insert the consultant Name]** | **[the monthly rate Name]** | **[the contract period]** | **[the total amount of contract]** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  | **[the total amount of contract]** |

(2) Reimbursables – Not Applicable

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| --- | --- | --- | --- |
|  | Rate | Days | Total |
| (a) International Travel | N.A |  | N.A |
| (b) Local Transportation | N.A |  | N.A |
| (c) Per Diem | N.A |  | N.A |
|  |  |  | 0.00 |