

# **REQUEST FOR EXPRESSION OF INTEREST**



## **SELECTION OF INDIVIDUAL CONSULTANT**

**CONSULTANCY FOR DEVELOPMENT OF DRAFT REGIONAL ACTION PLAN  
FOR INTELLECTUAL PROPERTY**

**REFERENCE NUMBER: SADC/3/5/2/370**

**22 January 2025**

1. **The SADC Secretariat** is inviting Individual Consultants to submit their CV and Financial Proposal for the following services:

**“CONSULTANCY FOR DEVELOPMENT OF DRAFT REGIONAL ACTION PLAN FOR INTELLECTUAL PROPERTY”**

The Terms of Reference defining the minimum technical requirements for these services are attached as Annex 1 to this Request for Expression of Interest.

2. **Only Individual Consultants are eligible for this assignment provided that they fulfil the following eligibility criteria:**

- a) *they are not bankrupt or being wound up, are having their affairs administered by the courts, have entered into arrangements with creditors, have suspended business activities, are being subject of proceedings concerning those matters, or are being in any similar situations arising from similar procedures provided for in the national legislation or regulations of the SADC member states;*
- b) *they have not been convicted of offences concerning their professional conduct by a judgment which has the force of res judicata; (i.e. against which no appeal is possible);*
- c) *they have not been declared guilty of grave professional misconduct proven by any means which SADC Secretariat can justify.*
- d) *they have fulfilled obligations related to the payments of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those countries where the contract is to be performed.*
- e) *they have not been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the SADC Secretariat' financial interests;*  
*or*
- f) *they are not being currently subject to an administrative penalty.*

3. The maximum budget for this contract is **US\$ 10,000.00** (Ten Thousand United States Dollars only), inclusive of professional fees and reimbursable expenses. Proposals exceeding this budget will not be accepted.

4. Your Expression of Interest must be presented as per Standard Expression of Interest Forms attached as Annex 2 to this REOI, in the English language and be accompanied by copies of all the indicated supporting documents. If the supporting documents are not in English, these shall be accompanied by a certified translation into English.

5. Proposals clearly marked **“CONSULTANCY FOR DEVELOPMENT OF DRAFT REGIONAL ACTION PLAN FOR INTELLECTUAL PROPERTY - REFERENCE NUMBER: “ SADC/3/5/2/370”** should be submitted through

the **virtual tender box link**: <https://collab.sadc.int/s/ZMk8TSNyZCrDpq3> by the deadline.

6. The deadline for submission of your proposal, to the address indicated in Paragraph 5 above, is: **12 February 2025 at or before midnight local (Botswana) time.**

- *Bidders are advised to submit their proposals during working hours for support in case of any technical problems. The technical support team will not be available after working hours.*
- *Kindly drop your file on the link above as a zipped folder containing all your documents and label it your name. Note that there is no confirmation message for upload but the files will be uploaded once it shows "Uploaded Files"*

7. Your CV will be evaluated against the following criteria.

CRITERIA	POINTS
Qualifications and skills	25
General professional experience	25
Specific professional experience	50
<b>Total</b>	<b>100</b>

Technical Evaluation

The minimum technical score required to pass is 70 points. Bids not reaching 70 points shall be considered not compliant. Out of the 70 points thresholds, the best technical offer is awarded 100 points. The others receive points calculated using the following formula:

$$\text{Technical score} = (\text{final score of the technical offer in question} / \text{final score of the best technical offer}) \times 100$$

Financial evaluation

The Evaluation Committee shall proceed with the financial comparisons of the fees between the different financial offers (fee based are established in the main Contract while for Global Price specific offers will be considered). Both

the provisions for reimbursable and expenditure verification shall be excluded from the comparison of the financial bids. The offer with the lowest total fees shall receive 100 points. The others are awarded points by means of the following formula:

$$\text{Financial score} = (\text{lowest total fees} / \text{total fees of the tender being considered}) \times 100.$$

The best value for money is established by weighing technical quality against price on an 80/20 basis. This is done by multiplying:

- **the scores awarded to the technical offers by 0.80**
- **the scores awarded to the financial offers by 0.20**

8. Your proposal should be submitted as per the following instructions and in accordance with the Terms and Conditions of the Standard Contract attached as Annex 3 to this REOI:

(i) **PRICES:**

The financial proposal shall be in United States Dollars (USD) and inclusive of all expenses deemed necessary by the Individual Consultant for the performance of the contract.

(ii) **EVALUATION AND AWARD OF THE CONTRACT:**

Expressions of Interest determined to be formally compliant to the requirements will be further evaluated technically.

An Expression of Interest is considered compliant to the requirements if:

- It fulfils the formal requirements (see Paragraphs 2,3,4,5,6,7 and 8 above),
- The financial proposal (professional fees) does not exceed the maximum available budget for the contract as indicated under Para 3.

The award will be made to the applicant who obtained the highest technical score and with the financial offer within the budget as indicated under Para 3. Expressions of Interest not obtaining a minimum technical score of 70 points will be rejected.

(iii) **VALIDITY OF THE EXPRESSION OF INTEREST:**

Your Expression of Interest should be valid for a period of **120 days** from the date of deadline for submission indicated in Paragraph 6 above.

9. The assignment is expected to commence from the date of the last signature of the contract.

10. Additional requests for information and clarifications can be made through the email below.

The Procuring entity: **SADC Secretariat**

Contact person: Mr Thomas Chabwera

Telephone: **3951863**

Fax: **3972848**

E-mail: [tchabwera@sadc.int](mailto:tchabwera@sadc.int) , [tenders@sadc.int](mailto:tenders@sadc.int) and [dtimbo@sadc.int](mailto:dtimbo@sadc.int)

Copy to [fchifani@sadc.int](mailto:fchifani@sadc.int) ; [rmorakabi@sadc.int](mailto:rmorakabi@sadc.int)

The closing date for receipt of requests for clarification shall be **3 February 2025 at midnight local time Botswana.**

The closing date for responding to requests for information and clarification shall be **6 February 2025 at midnight local time Botswana.**

All questions received as well as the answer(s) to them will be posted on the SADC Secretariat's website.

**ANNEXES:**

ANNEX 1: **Terms of Reference**

ANNEX 2: **Expression of Interest Forms**

ANNEX 3: **Standard Contract for Individual Consultants**

**Sincerely,**



---

**Mr Thomas Chabwera**  
Head of Procurement Unit

## **ANNEX 1: TERMS OF REFERENCE**



**(Global Price)**

**CONSULTANCY FOR DEVELOPMENT OF DRAFT REGIONAL ACTION PLAN  
FOR INTELLECTUAL PROPERTY**

# Contents

<b><u>1. BACKGROUND INFORMATION</u></b> .....	<b>8</b>
<u>1.1 PARTNER COUNTRY AND PROCURING ENTITY</u> .....	8
<u>1.2 CONTRACTING AUTHORITY</u> .....	8
<u>1.3 BACKGROUND</u> .....	8
<u>1.4 CURRENT SITUATION IN THE SECTOR</u> .....	8
<b><u>2. OBJECTIVE, PURPOSE &amp; EXPECTED RESULTS</u></b> .....	<b>9</b>
<u>2.1 OVERALL OBJECTIVE</u> .....	9
<u>2.2 SPECIFIC OBJECTIVES (PURPOSE)</u> .....	9
<u>2.3 RESULTS TO BE ACHIEVED BY THE CONTRACTOR</u> .....	9
<b><u>3. ASSUMPTIONS &amp; RISKS</u></b> .....	<b>9</b>
<u>3.1 ASSUMPTIONS UNDERLYING THE PROJECT</u> .....	9
<u>3.2 RISKS</u> .....	9
<b><u>4. SCOPE OF THE WORK</u></b> .....	<b>10</b>
<u>4.1 GENERAL</u> .....	10
<u>4.2 Specific work</u> .....	11
<u>4.3 PROJECT MANAGEMENT</u> .....	11
<b><u>5. LOGISTICS AND TIMING</u></b> .....	<b>11</b>
<u>5.1 LOCATION</u> .....	11
<u>5.2 START DATE &amp; PERIOD OF IMPLEMENTATION</u> .....	11
<b><u>6. REQUIREMENTS</u></b> .....	<b>12</b>
<u>6.1 STAFF</u> .....	12
<u>6.2 OFFICE ACCOMMODATION</u> .....	13
<u>6.3 FACILITIES TO BE PROVIDED BY THE CONTRACTOR</u> .....	13
<u>6.4 EQUIPMENT</u> .....	13
<u>6.5 INCIDENTAL EXPENDITURE</u> .....	13
<u>6.6 EXPENDITURE VERIFICATION</u> .....	13
<b><u>7. REPORTS</u></b> .....	<b>14</b>
<u>7.1 REPORTING REQUIREMENTS</u> .....	14
<u>7.2 SUBMISSION &amp; APPROVAL OF REPORTS</u> .....	15
<b><u>8. MONITORING AND EVALUATION</u></b> .....	<b>15</b>
<u>8.1 DEFINITION OF INDICATORS</u> .....	15
<u>8.2 SPECIAL REQUIREMENTS</u> .....	15
<b><u>9. BUDGET</u></b> .....	<b>15</b>

## 1. BACKGROUND INFORMATION

### 1.1 Partner country and Procuring Entity

The primary beneficiary for the consultancy is SADC Member States. The Procuring Entity is the SADC Secretariat.

### 1.2 Contracting authority

The Contracting Authority is SADC Secretariat.

### 1.3 Regional background

The main purpose of the Southern African Development Community (SADC) is to improve economic growth and development, alleviate poverty, enhance the quality of life of the people of the region, It also aims at supporting its socially disadvantaged areas through productive systems, deeper cooperation and integration. This will ensure the region emerges as a strong, competitive and effective player in international trade and world economy. In seeking to meet both its social and economic aspirations. SADC recognises the important role and contribution of Science, Technology and Innovation (STI) in political, economic and social development of the region in order to inter alia facilitate industrial development, competitiveness, regional integration and cooperation. Thus promoting science, technology and innovation is one of the broad strategic objectives of the SADC regional integration and cooperation agenda.

SADC Members States, through a variety of SADC instruments have realised the need for a regional approach to IPRs to provide a basis for Member States to beneficially utilise IPRs in support of their development goals as well as SADC economic integration. Such an approach must enable SADC Member States to extract maximum value from IPRs for them not only to catch up with the most advanced countries globally in terms of trade, STI, innovation and socio-economic development and competitiveness but to leapfrog their development.

In August 2018, the Council approved the IPR Framework and Guidelines, and as a result, there is a need to draft an action plan on intellectual property. The goal of the SADC IPR Framework is to foster mutual cooperation on IP issues within the context of industrialisation, trade, and addressing socio-economic development and competitiveness of the SADC Region in its transition to innovation driven knowledge economies. The Framework is anchored on three Primary Pillars: i) Policy and Legislative, ii) Human and Administrative Infrastructure, and iii) Use of IPRs; as well as three Secondary Pillars: a) Governance, b) Communication and Advocacy, and c) Monitoring and Evaluation.

### 1.4 Current situation in the sector

Given the importance of IPRs as demonstrated above, there is a need for a regional approach to IPRs, in the accelerating and deepening mutual cooperation on IPR matters amongst the SADC Member States (Ncube 2015), as further illustrated by the various SADC Protocol, Strategies and Plans:

- a) The **SADC Industrialization Strategy and Road Map (2015-2063)** recognises:
  - (i) science, technology and innovation as one of the important enabling factors for Industrialisation;



- (ii) *“limited legal and institutional capacity for formulating, implementing and enforcing Intellectual Property Rights (IPRs)”*, is a limiting challenge;
  - (iii) *“use of IPRs to encourage Research and Development, innovation and new product development”* is of vital importance; and
  - (iv) appropriate IPR systems as being essential for industrialisation and the transition to knowledge based economies.
- b) Article 24 of the **SADC Trade Protocol (1996)** states that:
- “Member States shall adopt policies and implement measures within the community for the protection of Intellectual Property Rights, in accordance with the WTO Agreement on Trade Related Aspects of Intellectual Property Rights”*.<sup>1</sup>
- c) The **SADC Ministerial meeting on Science, Technology and Innovation** (December 2008) recognized the importance of:
- (i) IPR at national and regional levels, particularly concerning Indigenous/Traditional Knowledge Systems (“IKS”),<sup>2</sup> and
  - (ii) developing IPR policies, strategies and systems to protect intellectual capital and assets.
- d) The **SADC 2008 STI Protocol** recognises the need to *“enhance and strengthen the protection of intellectual property rights”*.
- e) The **SADC Revised Regional Indicative Strategic Development Plan (RISDP 2015-2020)**, identifies *“Legal and Institutional Capacity for formulating, implementing and enforcing Intellectual Property Rights (IPR) including Traditional Knowledge and Bio-Diversity”* as one of the targeted outputs to be implemented.

## **Related programmes and other donor activities**

This exercise forms part of planned activities to be implemented under the Member States budget. The assignment compliments the SADC IPR Framework and Guidelines approved by Council in August 2018.

## **2. OBJECTIVE, PURPOSE & EXPECTED RESULTS**

### **2.1 Overall objective**

Given SADC’s objectives of achieving regional socio-economic integration, and the importance of IPRs in addressing the socio-economic challenges in SADC and strengthening the competitiveness of the SADC region in a variety of areas, including innovation and trade, a regional approach to IPRs is necessary to provide a basis for SADC Member States to beneficially utilise IPRs in support of these goals. Such an approach must enable SADC Member States to extract maximum value from IPRs for

---

<sup>1</sup> Article 24 - SADC Protocol on Trade (1996)

<sup>2</sup> IKS is also referred to as Traditional Knowledge (TK). Accordingly, in this document, the two terms are to be taken to have the same meaning.

them not only to catch up with the most advanced countries globally in terms of trade, STI, innovation and socio-economic development and competitiveness but to leapfrog their development.

It is within the above context that the SADC IP Framework has been developed to foster mutual cooperation on areas of IPR, to support SADC industrial development, trade, socio-economic development, competitiveness, and regional integration. This therefore calls for the development of the Intellectual Property action plan to implement the SADC IP Framework.

## **2.2 Purpose**

The purpose of the assignment is to develop the Intellectual Property Action Plan, which will unlock and fast track the implementation of the SADC IP Framework.

## **2.3 Results to be achieved by the contractor/consultant.**

- (i) Intellectual Property Action Plan developed

## **3. ASSUMPTIONS & RISKS**

### **3.1 Assumptions underlying the project.**

3.1.1 The relevant information and data will be provided by Member States and the relevant institutions.

3.1.2 The identified stakeholders will cooperate and participate in the relevant engagements to fulfil the assignment.

### **3.2 Risks**

Lack of commitment from SADC Member States to deepen the regional integration processes and lack of implementation by SADC Member States

## **4 SCOPE OF THE WORK**

### **4.1 General**

#### **4.1.1 Description of the assignment**

The assignment aims to develop action plan for intellectual property. The action plan will be informed by the approved SADC IP Framework and Guidelines. The consultant will be expected to conduct desk review. The action plan will be validated by experts in the region.

#### **4.1.2 Geographical area to be covered.**

The consultancy will be carried out based on the approved SADC IP Framework and Guidelines. In addition, benchmarking will be undertaken with other regions.

### **4.1.3 Target groups**

The target groups will consist of the following:

- i) National Government Ministries and Departments responsible for Science and Technology; IPR, Education; Trade and Industry; Technology Transfer Offices
- ii) Universities and other Institutions of Higher Learning.
- iii) Science Academies.
- iv) Private Sector.
- v) Non - Governmental Organisations and Civil Society.

### **4.2 Specific work**

The SADC Secretariat seeks to engage a consultant through multiple framework contracts to develop a draft action plan on intellectual property. Specifically, the consultant will:

- (i) Draft action plan informed by approved SADC IP Framework and Guidelines review based on benchmarking with other institutions or organisations who have developed regional strategies or frameworks on intellectual property.
- (ii) Facilitate a regional experts validation workshop on the draft action plan.

### **4.3 Project management**

#### **4.3.1 Responsible body**

The Consultancy will be managed by the Industrial Development and Trade Directorate – Science, Technology, and Innovation Unit.

#### **4.3.2 Management structure**

The consultant shall report and perform the assigned tasks under the guidance, supervision and report to the Director for Industrial Development and Trade through the Programme Officer responsible for Science, Technology and Innovation.

## **5. LOGISTICS AND TIMING**

### **5.1 Location**

This assignment is 'home-based' and will not require travel. The assignment will be carried out through desktop study, telephonic, and virtual and in-person interviews. The consultant will familiarise him/herself with the background documents such as Protocol on STI; RISDP 2030; SADC Industrialisation Strategy and Roadmap; SADC Regional Infrastructure Development Master Plan; and SADC Treaty; and other relevant documents. Consultant to reference to the approved SADC IP Framework and Guidelines

### **5.2 Start date & period of implementation of tasks.**

The intended start date is as soon as both parties have signed the contract agreement and the period of implementation of the contract will be 3 months from the start date.

## **6. REQUIREMENTS**

### **6.1 Staff**

Note that civil servants and other staff of the public administration of the partner country, or of international/regional organisations based in the country, shall only be approved to work as experts if well justified. The justification should be submitted with the tender and shall include information on the added value the expert will bring as well as proof that the expert is seconded or on personal leave.

#### **6.1.1 Experts**

Experts have a crucial role in implementing the contract. The contracting authority indicates an absolute minimum input regarding the consultant related qualifications and experience. This assignment is expected to be carried out by individual expert. The individual consultant should have experience in report writing. The specific profiles of the individual expert are provided below:

6.2 Facilities to be provided by the contracting authority and/or other parties.

The contractor shall ensure that the expert is adequately supported and equipped. In particular it must ensure that there is sufficient administrative, secretarial and interpreting provision to enable expert to concentrate on his/her primary responsibilities. It must also transfer funds as necessary to support expert's work under the contract.

Data, documentation, and assets from the consultancy will remain in the custody of the Contracting Authority at the end of the assignment.

## **1. Individual Consultant**

### **Qualifications and Skills**

Advanced university degree in Innovation, technology; Engineering; or Science; Intellectual Property Rights; or relevant fields. Possession of a PhD will be an added advantage.

### **General Professional Experience**

The Individual Consultant should have a Minimum of ten (10) years of work experience or consulting experience in the area of Intellectual Property, innovation and technology management and development. Working experience in development of regional, continental or international strategies or frameworks in the area of Intellectual Property Right.

### **Specific professional experience**

The consultant is expected to be the main person working on the assignment and the focal point for communication. The individual consultant should have progressively working experience preferably in Southern or Sub-Saharan Africa and have the following qualifications and experience:

- At least minimum of 10 years of experience and knowledge in development and implementation of intellectual property rights strategies and action plans, related regional policies and regulatory and/or regulatory;
- Knowledge of legislative frameworks to promote Intellectual Property, including regulatory frameworks and governance/institutional structures;
- Knowledge of global and continental strategies on Intellectual Property Rights
- Proven analytical capacity and ability to identify needs and constraints, set priorities and translate into action plans;
- Good publication record in the field of Intellectual Property will be an advantage;
- Possess experience in managing similar assignments; and
- Experience in working in SADC region; continent or other regions in intellectual property sectors.

The consultant will be expected to be the main author of the study and to facilitate the Validation Workshop.

### **6.1.2 Support Staff and Backstopping**

The consultant will provide support facilities, if required, to their team of experts (back-stopping) during the implementation of the contract. The backstopping and support staff costs will be included in the price.

### **6.2 Office accommodation**

The assignment will be home-based. The Consultant shall not be allocated office space.

### **6.3 Facilities to be provided by the Contractor.**

Data, documentation, and assets from the consultancy will remain in the custody of the Contracting Authority at the end of the assignment. The consultant will make arrangement to ensure a participatory/consultative approach with a high degree of public involvement

and participation. This includes arrangements of the envisaged stakeholder workshops if required.

#### **6.4 Equipment**

**No** equipment is to be purchased on behalf of the contracting authority / procuring entity as part of this service contract or transferred to the contracting authority / procuring entity at the end of this contract. Any equipment related to this contract that is to be acquired by the procuring entity must be purchased using a separate supply tender procedure.

#### **6.5 Incidental expenditure**

**None.** Where required, this will be determined by bidders and included to be part of the Global Price provided it remains within the available budget as indicated under 9.0 below.

#### **6.6 Expenditure verification**

Expenditure verification is not applicable in this contract.

### **REPORTS**

#### **7.1 REPORTING REQUIREMENTS**

The consultant will submit the following reports in English in one original copy:

<b>Deliverables</b>	<b>Time</b>
Draft Inception Report, inclusive of Methodology and Work Plan and Presentation of Inception Report.	2 weeks after contract signature
First Draft Action plan on IPR	1 months after contract signature
Developed Draft Action Plan	2 months after contract signature
Present draft Action Plan at Experts stakeholder workshop for validation	3 Months After contract signature
Updated Regional Action Plan with inputs from experts' workshop	10 days
Incorporating comments from the validation workshop and submission of final documents.	10 days

The payment schedule is related to reports and their approvals, as follows:

- 30% of the contract price shall be paid upon submission and approval of the Draft Inception Report, inclusive of Methodology and Work Plan and Presentation of Inception Report.
- 40% of the contract price shall be paid upon submitting the Develop Draft Regional Action Plan,

- 30% of the contract price shall be paid upon submitting the final deliverable which is Incorporating comments from the validation workshop and submission of final documents and approval by SADC Secretariat

## **7.2 Submission & approval of reports**

Copies of the reports referred to above must be submitted to the project manager identified in the contract as the Director for Industry, Development and Trade with support from the Programme Officer: Science, Technology and Innovation (PO-STI). The reports must be written in English. The project manager is responsible for approving the reports.

## **8. MONITORING AND EVALUATION**

### **8.1 Definition of indicators**

The following are the key indicators for the successful completion of this assignment:

- Inception meeting between SADC Secretariat and Individual Consultant.
- Submission of Inception Report.
- Submission of draft Action Plan.
- Validation of documents.
- Submission of final documents and approval by SADC Secretariat

### **8.2 Special requirements**

(i). The Consultant shall report on progress of achievement through bi-monthly virtual meeting with the SPO -Meteorology(ii). The Consultant shall declare any potential conflict of interest between the provision of the requested services, and other activities in which he/she might be engaged.

## **9 BUDGET**

The assignment is budgeted for within the SADC Secretariat's Directorate of Industrial Development and Trade budget. The cost shall include consultancy fees to undertake the assignment. This consultancy budget is for a maximum value of US\$ 10,000.

## **ANNEX 2: Expression of Interest Forms**

<u>A.COVER LETTER FOR THE EXPESSION OF INTEREST FOR THE PROJECT</u>	
..	17
<u>B.CURRICULUM VITAE</u> .....	19
<u>C.FINANCIAL PROPOSAL</u> .....	23



**COVER LETTER FOR THE EXPRESSION OF INTEREST FOR THE PROJECT  
CONSULTANCY FOR DEVELOPMENT OF DRAFT REGIONAL ACTION PLAN FOR  
INTELLECTUAL PROPERTY**

**REFERENCE NUMBER: SADC/3/5/2/370**

[Location, Date]

To: SADC Secretariat

Dear Sirs:

I, the undersigned, offer to provide the consulting services for the **CONSULTANCY FOR DEVELOPMENT OF DRAFT REGIONAL ACTION PLAN FOR INTELLECTUAL PROPERTY**, in accordance with your Request for Expression of Interests number **SADC/3/5/2/370**, dated **21 January 2025** for the sum of USD .....[..... dollars<sup>1</sup>]. This amount is inclusive of all expenses deemed necessary for the performance of the contract in accordance with the Terms of Reference requirements, and [*“does” or “does not” delete as applicable*] include any of the following taxes in Procuring Entity’s country: value added tax and social charges or/and income taxes on fees and benefits.

I hereby declare that all the information and statements made in my CV are true and accept that any misinterpretation contained in it may lead to my disqualification.

I take note that under the provisions of the SADC Procurement Policy applicable to this Request For Expression of Interest, a contract cannot be awarded to applicants who are in any of the following situations:

- a) *they are being bankrupt or wound up, are having their affairs administered by the courts, have entered into arrangements with creditors, have suspended business activities, are being subject of proceedings concerning those matters, or are being in any similar situations arising from a similar procedure provided for in the national legislation or regulations of the SADC member states;*
- b) *they have been convicted of offences concerning their professional conduct by a judgment which has the force of res judicata; (i.e. against which no appeal is possible);*
- c) *they have been declared guilty of grave professional misconduct proven by any means which SADC Secretariat can justify.*
- d) *they have not fulfilled obligations related to the payments of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those countries where the contract is to be performed;*
- e) *they have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the SADC Secretariat' financial interests; or*
- f) *they are being currently subject to an administrative penalty.*

---

1

I confirm that I am not in any of the situations described above, and I hereby declare that at any point in time, at the SADC Secretariat's request, I will provide certified copies of documents to prove so.

I am aware that the penalties set out in the Procurement Policy may be applied in the case of a false declaration, should the contract be awarded to me.

My proposal is binding upon me for the period indicated in Paragraph 9(iii) of this Request for Expression of Interest.

I undertake, if my Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph 6 of the Request for Expression of Interest, and to be available for the entire duration of the contract as specified in the Terms of Reference.

I understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

---

## B. CURRICULUM VITAE

*[insert full name]*

---

1. Family name: *[insert the name]*
2. First names: *[insert the names in full]*
3. Date of birth: *[insert the date]*
4. Nationality: *[insert the country or countries of citizenship]*
  
5. Physical address: *[insert the physical address]*
6. Postal address
7. Phone: *[Insert Postal Address]*
8. E-mail: *[insert the phone and mobile no.]*  
*[Insert E-mail address(es)]*
  
9. Education:

Institution: [Date from – Date to]	Degree(s) or Diploma(s) obtained:
<i>[indicate the month and the year]</i>	<i>[insert the name of the diploma and the specialty/major]</i>
<i>[indicate the month and the year]</i>	<i>[insert the name of the diploma and the specialty/major]</i>

10. Language skills: (Indicate competence on a scale of 1 to 5) (1 – excellent; 5 – basic)

Language	Reading	Speaking	Writing
<i>[insert the language]</i>	<i>[insert the no.]</i>	<i>[insert the no.]</i>	<i>[insert the no.]</i>
<i>[insert the no.]</i>	<i>[insert the no.]</i>	<i>[insert the no.]</i>	<i>[insert the no.]</i>

11. Membership of professional bodies: *[indicate the name of the professional body]*

12. Other skills: *[insert the skills]*

13. Present position: *[insert the name]*

14. Years of experience: *[insert the no]*

15. Key qualifications: (Relevant to the assignment)  
*[insert the key qualifications]*

16. Specific experience in the region:

Country	Date from - Date to
<i>[insert the country]</i>	<i>[indicate the month and the year]</i>
.....	.....
<i>[insert the country]</i>	<i>[indicate the month and the year]</i>

**17. Professional experience:**

Date from – Date to	Location of the assignment	Company & reference person (name & contact details)	Position	Description
<i>[indicate the month and the year]</i>	<i>[indicate the country and the city]</i>	<b>Name of the Company:</b> <b>Address of the company:</b> <b>Phone:</b> <b>Fax:</b> <b>Email:</b> <b>Name and title of the reference person from the company:</b>	<i>[indicate the exact name and title and if it was a short term or a long term position]</i>	<b>Name of the Assignment:</b> <b>Beneficiary of the Assignment:</b> <b>Brief description of the Assignment:</b> <b>Responsibilities:</b>
<i>[indicate the month and the year]</i>	<i>[indicate the country and the city]</i>	<b>Name of the Company:</b> <b>Address of the company:</b> <b>Phone:</b> <b>Fax:</b> <b>Email:</b> <b>Name and title of the reference person from the company:</b>	<i>[indicate the exact name and title and if it was a short term or a long term position]</i>	<b>Name of the Assignment:</b> <b>Beneficiary of the Assignment:</b> <b>Brief description of the Assignment:</b>  <b>Responsibilities:</b>
<i>[indicate the month and the year]</i>	<i>[indicate the country and the city]</i>	<b>Name of the Company:</b> <b>Address of the company:</b> <b>Phone:</b>	<i>[indicate the exact name and title and if it was a short</i>	<b>Name of the Assignment:</b> <b>Beneficiary of the Assignment:</b> <b>Brief description of the Assignment:</b> <b>Responsibilities:</b>

Date from – Date to	Location of the assignment	Company & reference person (name & contact details)	Position	Description
		<b>Fax:</b> <b>Email:</b> <b>Name and title of the reference person from the company:</b>	<i>term or a long term position]</i>	
..... .	..... ....	..... ....	.....	.....
<i>[indicate the month and the year]</i>	<i>[indicate the country and the city]</i>	<b>Name of the Company:</b> <b>Address of the company:</b> <b>Phone:</b> <b>Fax:</b> <b>Email:</b> <b>Name and title of the reference person from the company:</b>	<i>[indicate the exact name and title and if it was a short term or a long term position]</i>	<b>Name of the Assignment:</b> <b>Beneficiary of the Assignment:</b> <b>Brief description of the Assignment:</b> <b>Responsibilities:</b>

**18. Other relevant information:** (e.g. Publications)

***[insert the details]***

**19. Statement:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

I hereby declare that at any point in time, at the SADC Secretariat's request, I will provide certified copies of all documents to prove that I have the qualifications and the professional experience as indicated in points 9 and 17 above<sup>1</sup>, documents which are attached to this CV as photocopies.

By signing this statement, I also authorize the SADC Secretariat to contact my previous or current employers indicated at point 14 above, to obtain directly reference about my professional conduct and achievements.

\_\_\_\_\_ Date: \_\_\_\_\_

- ATTACHMENTS:**
- 1) **Proof of qualifications indicated at point 9**
  - 2) **Proof of working experience indicated at point 17**

---

<sup>1</sup> *The proof of stated qualifications shall be in the form of the copies of the degrees and diploma obtained, while for the professional experience the proof shall be either acknowledgement letters from the previous employers or copies of the Purchase Order/ Contract signed with them.*

---

**C. FINANCIAL PROPOSAL**

**CONSULTANCY FOR DEVELOPMENT OF DRAFT REGIONAL ACTION PLAN FOR INTELLECTUAL PROPERTY -REFERENCE NUMBER: SADC/3/5/2/370.**

<b>N°</b>	<b>Description<sup>1</sup></b>	<b>Total (in US\$)</b>
<b>TOTAL FINANCIAL OFFER (All-inclusive lump sum)</b>		

Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

---

<sup>1</sup> Delete items that are not applicable or add other items as the case may be.

## **ANNEX 3: STANDARD CONTRACT FOR INDIVIDUAL CONSULTANTS**

---



## STANDARD TERMS OF CONTRACT

### (Individual Consultant)

#### CONSULTANCY FOR DEVELOPMENT OF DRAFT REGIONAL ACTION PLAN FOR INTELLECTUAL PROPERTY -REFERENCE NUMBER: SADC/3/5/2/370.

This Contract ("Contract") is made, between

The **SADC Secretariat**, having its principal place of business at the SADC Headquarters, Plot No. 54385, Central Business District, Private Bag 0095, Gaborone, Botswana (hereinafter referred to as the "Procuring Entity"),

and, on the other hand,

(.....); (hereinafter referred to as the "Individual Consultant"), with residence at, , with email contact: ; Tel: Passport Number issued on by the Government of...

**WHEREAS**, the Procuring Entity wishes to have the Individual Consultant perform the Services hereinafter referred to as; Consultancy to develop methodological guidelines for computation of informal cross border trade statistics (ICBTS) in SADC Region,

**AND WHEREAS** the Individual Consultant represents and affirms that he possesses the requisite experience, qualifications, capability and skill to perform the said Services and is willing to perform these Services;

NOW THEREFORE THE PARTIES hereby agree as follows:

#### 1. Definitions

For the purpose of this contract the following definitions shall be used:

1.1 **Contract** means the agreement covered by these terms including the Annexes and documents incorporated and/or referred to therein, and attachments thereto.

**Contract Value** means the total price of the Financial Proposal included in the Individual Consultant's quotation dated (.....) for the project "**Consultancy For Development of Draft Regional Action Plan for Intellectual Property - Reference Number: SADC/3/5/2/370**" and reflected as such in Annex 2 of this Contract.

1.2 **Data Subject** means a natural person (i.e., an individual) who can be identified, directly or indirectly, by reference to Personal Data.

**Individual Consultant** means ..., the individual to whom the Procuring Entity has awarded this contract following the Request for Expression of Interest for **Consultancy for Development of Draft Regional Action Plan for Intellectual Property - Reference Number: SADC/3/5/2/370**".

1.3 **Personal Data** means any information relating to an identified or identifiable living natural person. This may include an identifier such as a name or audio-visual materials, an identification number, location data or an online identifier; it may also mean information that is linked specifically to the physical, physiological, genetic, mental, economic, cultural, or social identity of a Data Subject. The term also includes data identifying or capable of identifying human remains.

1.4 **Procuring Entity** means the legal entity, namely the SADC Secretariat who procures the Services described in Annex 1 to this Contract.

1.5 **Project Director** means the Procuring Entity's authorised representative who may exercise authority attributable to her in this Contract and her details are as follows:

Mr. Reaboka Morakabi  
Programme Officer - Science, Technology, and Innovation  
Directorate of Industrial Development and Trade (IDT)  
Southern African Development Community (SADC)  
Plot 54385 New CBD  
Private Bag 0095 Gaborone,  
BOTSWANA  
Tel: +267 364 1966  
Email: [rmorakabi@sadc.int](mailto:rmorakabi@sadc.int)

1.6 **Services** means the Services to be performed by the Individual Consultant in this Contract.

## 2. THE SERVICES

The Individual Consultant shall undertake the performance of the Services in accordance with the provisions of the Annex 1 of this Contract and shall, in the performance of the Services, exercise all the reasonable skill, care and diligence to be expected of an Individual Consultant carrying out such services.

## 3. EFFECTIVE DATE AND DURATION

3.1 This Contract shall enter into force on the date of its last signature by either of the Parties or the date that the Procuring Entity specifies in the notice to the Individual Consultant instructing the Individual Consultant to begin carrying out the Services.

3.2 The duration of the Contract shall be 3 months.

#### **4. PAYMENT**

4.1 The Individual Consultant shall be paid for the Services at the rates and upon the terms set out in Annex 2 to this Contract.

4.2 The Individual Consultant shall be paid a total amount of **US\$..... (State Dollars only)**, fixed cost, in accordance with the provisions of Annex 2 to this Contract.

4.3 Payment shall be made to the Individual Consultant in US dollars unless otherwise provided for under this Contract.

4.4 Unless otherwise provided in this Contract, invoices shall be delivered to and made out to the Procuring Entity and shall be paid within 30 days of receipt by the Project Director, subject to the Individual Consultant having complied with his/her obligations hereunder in full as stated in the Annex 1 and 2 to this Contract.

4.5 The Procuring Entity reserves the right to delay and/or withhold, fully or partially, payments that have not been supported by full and appropriate supporting evidence that the Services provided were delivered and accepted by the Procuring Entity.

#### **5. STATUS OF THE INDIVIDUAL CONSULTANT**

5.1 Nothing contained herein shall be construed as establishing or creating a relationship of master and servant or principal and agent or employer and employee or a partnership or a joint venture as between the Parties, it being agreed that the position of the Individual Consultant under this Contract is that of an independent contractor.

5.2 The Individual Consultant shall be responsible for paying any tax and social security contributions in his/her country of residence, for any activity deriving from this Contract. Such costs shall be assumed included in the Individual Consultant's fees.

#### **6. SUPERVISION OF THE SERVICES**

The Individual Consultant undertakes to deliver the Services in compliance with a system of quality assurance acceptable to the Procuring Entity which shall include any steps to comply with the standards operated by the Procuring Entity. The

Individual Consultant shall be informed of the specific requirements in relation to this, and at the request of the Procuring Entity he shall allow access to information, records and other materials during normal office working hours as the Procuring Entity may require in order to confirm that the work in progress is in accordance with these quality procedures.

## **7. COMPLIANCE WITH THIS CONTRACT**

The Procuring Entity shall be entitled to seek confirmation from the Individual Consultant, at any time during the delivery of this Contract, and for a period of 1 year after its completion, that the Individual Consultant has complied with the terms of this Contract. The Procuring Entity may also request the provision of reasonable documentary evidence to support this.

## **8. ASSIGNMENT AND SUBCONTRACTING**

8.1 The Individual Consultant shall under no circumstances sub-contract, assign or transfer the Contract or any part share or interest in it. Where the Individual Consultant considers it necessary to use the services of a third party, he shall inform the Procuring Entity's Project Director in writing, and only once written approval is provided can the Consultant proceed to use a third party.

8.2 When the Project Director agrees that the activities under the Contract may be performed by a third party, the third party involved in the delivery of Services in this Contract, will be under the direct control of the Individual Consultant. The Procuring Entity shall not be responsible for the third party's performance of duties or Services assigned to it, and neither for ensuring that conditions of employment are met nor for any other employment obligations relating to that person including, but not restricted to, taxation and insurance including professional indemnity insurance, employer's liability insurance and public liability insurance.

## **9. BREACH OF THE TERMS**

In the event of a breach of any terms of the Contract, a Party may serve a notice on the Party alleged to be in breach requiring the breach to be remedied within a period specified in the notice, not being longer than 30 days. If the breach has not been remedied before the expiry of the specified period, the Party not in breach may then terminate the Contract in writing and may take appropriate steps to remedy the breach.

## 10. LIABILITY OF THE INDIVIDUAL CONSULTANT

---

10.1 The Procuring Entity will be relying on the Individual Consultant's skills, expertise and experience in relation to the performance of the Services in accordance with this Contract and also upon the accuracy of all representations and statements made and the advice given in connection with the provision of the Services.

---

10.2 In view of the reliance by the Procuring Entity set out in clause 10.1 above, the Individual Consultant agrees to indemnify at its own expense, protect and defend the Procuring Entity, its agents and employees, from and against all actions, claims, losses or damages arising out of the Individual Consultant's performance of this Contract provided that:

---

- a) the Individual Consultant is notified of such actions, claims, losses or damages not later than 30 days after the Procuring Entity becomes aware of them;
-

- b) the ceiling on the Individual Consultant's liability to the Procuring Entity shall be limited to an amount equal to the contract value but such ceiling shall not apply to any losses or damages caused to third parties by the Individual Consultant's willful misconduct; and
  - c) the Individual Consultant's liability shall be limited to actions, claims, losses or damages directly caused by such failure to perform its obligations under the Contract and shall not include liability arising from unforeseeable occurrences incidental or indirectly consequential to such failure.
- 

10.3 At its own expense, the Individual Consultant shall, upon request of the Procuring Entity, remedy any defect in the performance of the Services in the event of the Individual Consultant's failure to perform its obligations under the Contract.

---

10.4 The Individual Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by the Procuring Entity omitting to act on any recommendation or overriding any act or decision of the Individual Consultant, or requiring the Individual Consultant to implement a decision or recommendation with which the Individual Consultant disagrees or on which he expresses a serious reservation.

## **11. INSURANCE**

- 
- 11.1 The Individual Consultant shall ensure that full and appropriate professional indemnity insurance and third-party liability insurance, is in place for all Services provided.
- 11.2 Where national requirements or practices provide for different regulations/practices concerning insurance, the Individual Consultant may provide written confirmation of all insurances held and a signed declaration that these are in line with regulations/practices in their country of operation. Only if such confirmation has been provided, and written confirmation of its acceptance provided to the Individual Consultant by the Procuring Entity, will this remove the obligation to meet the requirements of clause 11.1 of this Contract in full.
- 11.3 All insurances effected by the Individual Consultant shall be effected with an insurer of good repute and the Individual Consultant agrees to maintain such insurances for a period of 1 year from the completion of the Services under this Contract so long as such insurance continues to be available upon reasonable terms at reasonable commercial rates failing which the Procuring Entity shall be entitled to take out insurance itself to cover any potential liability to its own Procuring Entity in relation to the performance of the Services under this Contract. The cost of such insurance shall be a debt immediately due from the Individual Consultant.
- 11.4 The provisions of this clause shall remain in full force and effect notwithstanding the completion of the performance of the Services hereunder and the satisfaction of all other provisions of this Contract.

## **12. COPYRIGHT**

- 12.1 Unless otherwise specified in the Contract, the title of the copyright and any other intellectual property rights arising out of the performance of this Contract shall be vested in the Procuring Entity which shall have the unfettered right to assign and grant sub-licences in respect of the same. Except as permitted by the terms of this Contract, the said materials shall not be reproduced or

disseminated without proper consultation with, and written permission from, the Procuring Entity. This provision shall apply to the title to rights arising from the performance under this Contract but shall not apply to the internal systems or rights in relation to the Individual Consultant's own systems not created specifically for this purpose and where the same are an important part of the Services. The Individual Consultant shall grant a free and irrevocable licence to the Procuring Entity and its assigns for the use of the same in that connection.

12.2 The Individual Consultant warrants that it is free of any duties or obligations to third parties which may conflict with this Contract and, without prejudice to the generality of clause 12.1 above, agrees to indemnify the Procuring Entity against any and all actions, costs damages, direct, indirect or consequential, and other expenses of any nature whatsoever which the Procuring Entity may incur or suffer as a result of the breach by the Individual Consultant of this warranty.

12.3 The Individual Consultant warrants that it is free of any duties or obligations to third parties which may conflict with this Contract and, without prejudice to the generality of clause 12.1 above, agrees to indemnify the Procuring Entity against any and all actions, costs damages, direct, indirect or consequential, and other expenses of any nature whatsoever which the Procuring Entity may incur or suffer as a result of the breach by the Individual Consultant of this warranty.

### **13. LIABILITY FOR PERSONAL DATA BREACH**

13.1 The Individual Consultant shall indemnify or hold harmless, the Procuring Entity, from and against all loss, costs, harm, claims, fines, group actions, liabilities, damages, expenses (including legal fees) suffered or incurred by the Procuring Entity or for which the Procuring Entity may become liable due to any failure by the Individual Consultant to lawfully process Personal Data under the Contract.

13.2 The aggregate liability of the Contractor in respect of the indemnity set out in Paragraph 13.1 above shall in no event exceed the total Contract Price.

13.3 The Contractor shall adhere to data protection requirements as set in this Contract.

#### **13.3.1 Processing of Personal Data**



1. References to the term Personal Data shall only apply to Personal Data processed in the course of the performance of the obligations imposed on the Individual Consultant pursuant to or under the Contract.
2. The Individual Consultant shall:
  - (a) process Personal Data provided by the Procuring Entity for fulfilling specific obligations and instructions from the Procuring Entity as set out in the Contract.
  - (b) comply with all Applicable Data Protection Laws when Processing Personal Data.
  - (c) not utilize Personal Data transferred to it by the Contracting Authority for any other purpose than provided in the Contract; and
  - (d) keep the Personal Data confidential and not disclose it to third parties or in any other way use the Personal Data in contravention of the provisions of the Contract; and ensure that any of its personnel, agent, or sub-contractor who may have access to the Personal Data, commit themselves to confidentiality of the Personal Data processed under the Contract unless they are under an appropriate statutory obligation of confidentiality.

### 13.3.2 **Data Subject Rights**

1. The Individual Consultant shall assist the Procuring Entity by implementing appropriate technical and organisational measures for the fulfilment of the Procuring Entity's obligations to respond to requests by Data Subjects in respect of Personal Data.
2. The Contractor shall:
  - (a) promptly notify the Procuring Entity if it receives a request from a Data Subject in respect of the Personal Data;
  - (b) ensure that it does not respond to any request except on the documented instructions of the Procuring Entity.

- (c) promptly notify the Procuring Entity if it receives any communication from any Supervisory or Regulatory Authority in connection with the Personal Data; and
- (d) promptly notify the Contracting Authority if it receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by law.

### **13.3.3 Transfer of Personal Data**

1. The Individual Consultant shall not transfer or authorize the transfer of Personal Data outside the country of the Procuring Entity without prior written authorisation of the Procuring Entity.
2. Subject to Clause 13.3.3.1 above, Personal Data may only be transferred to a jurisdiction or international organisation that ensures adequate level of protection. If Personal Data processed under the Contract is transferred outside of the country of the Procuring Entity, the Individual Consultant as Data Processor shall ensure that there are appropriate safeguards to protect the Personal Data.
3. The Individual Consultant shall ensure the following before transferring Personal Data:
  - (a) the party receiving the Personal Data will apply a protection level equivalent to or higher than the measures set out in the Applicable Data Protection Laws; the party receiving the Personal Data has appropriate safeguards if the third country does not provide adequate level of protection; processing of Personal Data by the party receiving it is restricted to the purpose authorised by the Procuring Entity;
  - (b) and the transfer of Personal Data is compatible with the reasonable expectations of the Data Subject.

### **13.3.4 Information Security**

- 13.3.4.1 The Procuring Entity must implement all appropriate technical and organisational measures necessary to ensure a level of security as required under the SADC Protection of Personal Data Policy and Applicable Law.

13.3.4.2 The Individual Consultant undertakes to inform the Contracting Authority of the technical and organisational measures it will implement to protect the Personal Data processed on behalf of the Procuring Entity.

13.3.4.3 The Individual Consultant must inform the Contracting Authority of any changes that could affect the protection of Personal Data before implementing such changes.

### 13.3.5 **Personal Data Breach**

13.3.5.1 The Individual Consultant must immediately notify the Procuring Entity of any security compromise or data breach which involves Personal Data.

13.3.5.2 The Personal Data breach notification from the Individual Consultant must provide sufficient information to allow the Procuring Entity to meet any obligations or to report or inform the affected Data Subjects.

13.3.5.3 The notification must provide the following information: a description of the nature of the data breach; a list of Data Subjects affected; and the security measures implemented or to be implemented to address the data breach. The Individual Consultant shall cooperate with the Procuring Entity and take reasonable steps as directed by the Procuring Entity to assist the investigation, mitigation, and remediation of such Personal Data breach.

### 13.3.6 **Records**

13.3.6.1 The Individual Consultant shall maintain complete, accurate and up-to-date written records of all Data Processing carried out under or in connection with the Contract.

13.3.6.2 The records maintained by the Individual Consultant shall contain the following information: the name and contact details of the Procuring Entity's representative or the Data Protection Officer, if any; the categories of Data Processing carried out on behalf of the Procuring Entity; where applicable, details of any transfers of Personal Data, including the identity of the recipient of such transferred Personal Data and the countries to which such Personal Data is transferred together with details of the appropriate safeguards put in place; and a general description of the security measures implemented by the Individual Consultant.

### **13.3.7 Sub-Processing**

The Individual Consultant shall ensure that any Sub-Contractors processing Personal Data shall do so lawfully and in line with this Clause, where applicable.

### **13.3.8 Deletion or Return of Personal Data**

- 13.3.8.1 Upon the expiration of the Contract, or termination of the Contract, the Individual Consultant shall immediately cease processing Personal Data under its possession or control.
- 13.3.8.2 Within 10 (ten) days following the date of expiration or termination of the Contract, the Individual Consultant shall, at the written direction of the Procuring Entity, securely return or delete Personal Data including any copies of it.
- 13.3.8.3 The Individual Consultant shall provide the Procuring Entity with written certification that it has fully complied with the provisions of this Clause.
- 13.3.8.4 If the Individual Consultant is required by law to retain the Personal Data, the Individual Consultant shall advise the Procuring Entity accordingly.

## **14 SUSPENSION OR TERMINATION**

- 14.1 In response to any factors out of the control of Procuring Entity and/or to breaches of contract by the Consultant, the Procuring Entity may at any time, by giving 30 days' notice in writing, terminate in whole or in part or suspend the Individual Consultant's performance of the Services. In such event, the Individual Consultant shall be entitled to payment pursuant to sub-clause 14.4 below. If such suspension continues for a period in excess of twelve months, then either party may terminate this contract forthwith by written notice to the other.
- 14.2 The Individual Consultant may also terminate the contract unilaterally, without providing any reasons for such decision, if (s) he gives a 30 days' prior written notice to the Project Director.
- 14.3 In the event of early termination of the Contract under sub-clauses 14.1, 14.2 and 14.3 of this clause, the Individual Consultant shall be entitled to a fair and reasonable proportion of the fees payable for that part of the Services carried out up to the date of such termination or suspension but this shall not include

any loss of profit or contracts or any other expenses, losses or claims arising out of such termination or suspension or consequential thereupon.

- 14.4 Either Party may terminate this Contract, by giving not less than 30 days' written notice to the other Party, if, as a result of Force Majeure, either Party is unable to perform a material portion of its obligation for a period exceeding 30 days.
- 14.5 Termination shall be without prejudice to the Procuring Entity's obligation to pay for the work satisfactorily completed, or all reasonable expenses incurred, by the Individual Consultant under this Contract prior to such termination.

## **15 NO WAIVER**

No forbearance shown or granted to the Individual Consultant, unless in writing by an authorised officer of the Procuring Entity, shall in any way affect or prejudice the rights of the Procuring Entity or be taken as a waiver of any of these terms.

## **16 VARIATIONS**

Any variation to these terms or the provisions of the Annexes shall be subject to a written addendum and be signed by duly authorised signatories on behalf of the Individual Consultant and the Procuring Entity respectively.

## **17 GOVERNING LAW**

This Contract shall be governed by and shall be construed in accordance with Botswana laws.

## **18 SETTLEMENT OF DISPUTES**

- 18.1 The Parties shall use all their best efforts to settle all disputes arising out of, or in connection with, this Contract or its interpretation amicably.
- 18.2 In the event that, through negotiation, the Parties fail to solve a dispute arising from the conclusion, interpretation, implementation or termination of this Agreement, the Parties shall settle the dispute by arbitration.
- 18.3 The arbitral tribunal shall consist of three arbitrators. Each Party to the dispute shall appoint one arbitrator. The two arbitrators so appointed shall appoint the third arbitrator, who shall be the Chairperson. If within fifteen (15) days of receipt of the request for arbitration either Party has not appointed an arbitrator, or within seven (7) days of the appointment of the arbitrators the

third arbitrator has not been appointed, either Party may request an appointing authority agreed by the Parties to appoint an arbitrator.

- 18.4 If no appointing authority has been agreed upon by the Parties, or if the appointing authority agreed upon refuses to act or fails to appoint the arbitrator within thirty (30) days of the receipt of a Party's request therefor, either Party may request the Chairperson of the Law Society of Botswana, to appoint the third arbitrator.
- 18.5 The appointing authority shall, at the request of one of the Parties, appoint the sole arbitrator as promptly as possible.
- 18.6 The procedure of arbitration shall be fixed by the arbitral tribunal, which shall have full power to settle all questions of procedure in any case of disagreement with respect thereto.
- 18.7 The decisions of the arbitral tribunal shall be final and binding upon the Parties.
- 18.8 The arbitration shall take place in Botswana and substantive law of Botswana shall apply.

## 19. PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Contract shall be deemed as a waiver, express or implied, of any of the privileges and immunities of SADC Secretariat.

## 20. ENTIRE AGREEMENT

This Contract and any annexes hereto shall constitute the entire agreement between the Parties and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no conditions, understandings or other agreements, oral or written, express, implied or collateral between the Parties in connection with the subject matter of this Contract except as specifically set forth in this Contract and any attachments hereto.

**The following Annexes are integral part of this Contract:**

**Annex 1: Terms of Reference**

**Annex 2: Payment Schedule and Requirements**

Signed in the English language by:

For the Procuring Entity		For the Individual Consultant	
<b>Name</b>	Mrs Angele Makombo N'tumba	<b>Name</b>	

<b>Position</b>	Deputy Executive Secretary- Regional Integration		
<b>Place</b>	Gaborone	<b>Place</b>	
<b>Date</b>		<b>Date</b>	
<b>Signature</b>		<b>Signature</b>	

## Annex 2: Payment Schedule and Requirements

3. For Services rendered pursuant to Annex 1, the Procuring Entity shall pay the Individual Consultant an amount not to exceed the ceiling of US Dollars **[insert amount]**, which shall be considered the contract value. 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 Individual Consultant in his/her country of residence.

4. The breakdown of prices is:

N°	Description <sup>1</sup>	Total (in US\$)
<b>TOTAL FINANCIAL OFFER (All-inclusive lump sum)</b>		

5. The payment shall be made in accordance with the following schedule:

- a) 30% of the contract price shall be paid upon submission and approval of the Draft Inception Report, inclusive of Methodology and Work Plan and Presentation of Inception Report.

---

1

- b) 40% of the contract price shall be paid upon submitting the Develop Draft Regional Action Plan,
- c) 30% of the contract price shall be paid upon submitting the final deliverable which is Incorporating comments from the validation workshop and submission of final documents and approval by SADC Secretariat

**4. Payment Conditions:** Payment shall be made in US Dollars not later than 30 days following submission of original invoice by the Individual Consultant, in duplicate, accompanied by the requested supporting documents. All payments under the contract shall be made by bank transfer into the bank account indicated by the Individual Consultant in her/his invoices.