



# GNDR AGREEMENT FOR CONSULTANCY SERVICES

## Title: OFDA 2020 Proposal Preparation

This contract is made under the laws of England and Wales and is accepted by all parties as the framework for any decision under this contract.

This agreement is between the Global Network of Civil Society Organisations for Disaster Reduction (referred to as 'GNDR') and [Consultant Name] (referred to as 'the consultant'), who will carry out the assignment to the requirements of GNDR.

The assignment is titled **OFDA 2020 Proposal Preparation**

It is hereby agreed between the parties as follows:

### 1. General Obligations

The consultant is required to be faithful and diligent in their performance of the assignment and to carry out all activities in line with GNDR's Policies and Procedures. The consultant is expected to conduct themselves in a way that does not bring GNDR's name into disrepute.

### 2. Workplan, Timescale and deliverables

#### Purpose

The purpose of the assignment is to design an OFDA proposal, budget and supporting documentation for submission to a quality that meets OFDA's standards, fully represents GNDR its work and ethos, and takes into account the views and capacity of GNDR and its partner members.

#### Methodology

The steps that will be undertaken in order to achieve this purpose will be as follows:

1. Review previous GNDR OFDA Proposal and Reports
2. Review GNDR Strategy
3. Review the current GNDR concept note
4. Draft the design of the OFDA proposal, budget and supporting documentation drawing in the relevant staff and partner members

#### Deliverables

Deliverables	Deadline
1. Draft Logframe and budget for discussion	3 weeks before submission deadline
2. Draft of the proposal, budget and supporting documentation for review	2 weeks before submission deadline



3. Final version of the proposal and budget for review	1 week before submission deadline
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### **Timeframe**

The timeframe for the consultancy will be for a total of 10 days during the month of March 2020.

### **3. Accountability and Support**

The consultant will report to Lucy Pearson, Programme Manager in close consultation with Nick Roberts Finance Manager, Tariq Shabbeer, Fundraising Coordinator, as well as with the wider GNDR partner members for this project.

### **Location**

Desk space will be available for the duration of the contract in the GNDR office at 8 Waldegrave Road, Teddington TW11 8HT to allow face-to-face meetings as needed with flexible hours and remote working is allowed.

### **4. Ownership of Fundraising materials and Visual Images**

Fundraising materials produced and the intellectual property rights in the materials will be the property of GNDR. GNDR reserves the right to utilise and publish the fundraising materials as GNDR sees fit. Visual images remain the property of GNDR.

### **5. Fees**

A daily rate of £400 to 500 per working day has been agreed for this assignment, plus reasonable expenses incurred by the consultant in carrying out this work. Expenses must be agreed in advance by GNDR and will be accounted for by the consultant with detailed receipts (credit card slips alone are insufficient) and a statement of expenses. Any extension to the contract requires prior agreement between GNDR and the consultant.

The consultant will present invoices for fees and expenses at the end of each calendar month in arrears.

Payments shall be made by bank transfer into a UK bank account, the details of which shall be provided by the consultant.

The above mentioned payments will be made on condition that the work in the opinion of GNDR has been satisfactorily carried out in compliance with the deliverables as set out in (2) above.

### **6. Confidentiality**

The Consultant shall treat as confidential all knowledge of GNDR's or its members' affairs to which they have access in the course of the assignment. Upon the termination or expiration

of this agreement, the consultant shall surrender to GNDR all confidential materials relating to GNDR or its members. The consultant shall promptly direct all inquiries relating to confidential and proprietary information from the public to GNDR, except where GNDR has otherwise provided written instructions to the consultant. This article shall survive any termination or expiration of this agreement.

## **7. Indemnity**

The consultant agrees to indemnify and hold harmless GNDR, its members, and any of its employees against any claims, liabilities, loss or damages arising as a result of the consultant's activities or any breach of agreement by the consultant. This includes the infringement of property rights by a third party.

## **8. Sub-Contracting**

The consultant shall not assign the rights or obligations under this agreement, in whole or in part, nor enter into any subcontract to perform any portion of this agreement without specific, prior, written agreement from GNDR.

## **9. Termination of Contract**

GNDR reserves the right to terminate the contract immediately as a result of a breach of contract conditions by the consultant or as a result of the consultant's criminal behaviour in the UK or countries in which the consultant is required to undertake the assignment. GNDR may also terminate the agreement if the consultant is deemed to have brought GNDR's name into disrepute, if the consultant falls ill on the assignment, or in the event that GNDR becomes insolvent. The consultant's non-performance of this agreement will be deemed a breach of contract. Provisions that are intended to survive termination of this agreement or expiration of this agreement include without limitation paragraph 6.

## **10. Tax and National Insurance**

There is no employment relationship between GNDR and the consultant. This is an agreement for the provision of professional services. Consultants are responsible for making their own arrangements for payment of taxes, National Insurance, and any personal insurance cover relating to the activities carried out in the fulfilment of this contract. The consultant will be liable to pay any penalties, fines and other costs incurred due to the consultant's non-payment of taxes and national insurance in their own country as a result of the consultant's performance of this agreement.



## 11. Disagreements

All disputes arising between GNDR and the consultant will be settled under the laws of England and Wales, and for the avoidance of doubt, the parties hereto irrevocably submit themselves to the jurisdiction of the English courts.

## 12. Signatures

Please return a signed, hard copy of this document to GNDR by post.

Signed in agreement:

.....  
(Consultant)

.....  
Date

Signed in agreement:

.....  
Lucy Pearson  
on behalf of GNDR

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Date