



REPÚBLICA DEMOCRÁTICA DE TIMOR-LESTE
MINISTÉRIO DAS FINANÇAS

Memorandum of Agreement
Long-Term Individual Consultant

Contract No. CA: 48

Position: Special Parliamentary Liaison Adviser (to the Minister)

Name of Consultant : Ines Almeida

AGREEMENT made the **16th** day of July 2008 between the **Ministry of Finance** [hereinafter called "the Client"] and **Ines Almeida** [hereinafter called "the Consultant "] of **Australia** [hereinafter called "the Usual Place of Residence"].

WHEREAS the Client has obtained a grant from the World Bank [hereinafter called "the Bank"] for the purpose of assisting **Planning and Financial Management Capacity Building Program (PFMCBP)** [hereinafter called "the Project"]:

WHEREAS the Client wishes to engage the services of the Consultant upon the terms and conditions hereinafter set forth for the purposes of the Project; and

WHEREAS the Consultant wishes to accept such engagement upon such terms and conditions;

NOW THEREFORE the parties hereto hereby agree as follows:

I. Duties of the Consultant

The Consultant shall perform the duties in the **Terms of Reference annexed as Schedule A** hereto [such duties being hereinafter called "the Services"]. The Services will be performed principally at the **Ministry of Finance, Office of the Minister of Finance**.

II. Term of Engagement

The Consultant shall be engaged by the Client to perform the Services during the period **commencing 16th July 2008 and continuing through 15th July 2009** [hereinafter called "the Term of Engagement"], provided further that the Client and the Consultant may at any time, upon giving a notice in writing of **thirty (30) days** to the other party, terminate the Contract. However, this Term of Engagement is subject to a probationary period of three (3) months. Subsequent period of the Terms of Engagement shall be subject to satisfactory performance evaluation at the end of the evaluation period by the Client.

III. Payments

The Client shall pay the Consultant **Remuneration** in respect of the Services performed during the Term of the Engagement by monthly payments and shall also reimburse the **Reimbursable Expenses** calculated at the rates set forth in the **Cost Estimates of Services and Schedule of Rates, annexed as Schedule B** hereof. Payments shall, unless otherwise agreed, be made in accordance with **Section 7** of the **General Conditions of Agreement, annexed as Schedule C**.

IV. General Conditions

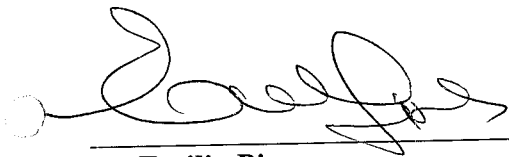
The *General Conditions of Agreement annexed as Schedule C* hereto shall apply through the Contract and shall have the same force and effect as if the same were fully set forth herein.

V. Effectiveness

The Agreement shall become effective upon execution by the Client and Consultant.

IN WITNESS HEREOF the parties hereto have signed the Agreement the day and year first above written.

Ministry of Finance



Emilia Pires
Minister of Finance

Date signed: 19.7.08

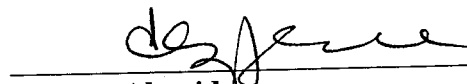
WITNESSED BY



Santina J.R. de Viegas Cardoso
Program Implementation Officer, PFMCBP

Date signed: 17/07/08

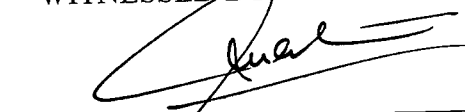
Consultant



Ines Almeida
Consultant

Date signed: 16/7/08

WITNESSED BY



Jose Antonio Fatima Abilio
Chief of Staff and Head of the Executive Office;
and Interim Director, Administration and IT

Date signed: 17/07/08

List of Annexes:

- Schedule A. Terms of Reference*
- Schedule B. Cost Estimates of Services and Schedule of Rates*
- Schedule C. General Conditions of Agreement*

Schedule A. Terms of Reference

Job Title:	Special Parliamentary Liaison Adviser (to the Minister)
Reporting to:	Minister of Finance Program Implementation Officer (PIO)-PFMCBP
Counterpart staff:	Chief of Staff and Head of the Executive Office, MOF
Duration:	One year with possibility of annual extensions for up to two years subject to an annual review of performance and needs of the Ministry of Finance
Location:	Ministry of Finance

I. Background

Planning and Financial Management Systems in Timor-Leste

Since the restoration of independence in 2002, the Government of Timor-Leste (GoTL) has made steady progress in building its public financial management system, but significant challenges remain. Institutions responsible for planning, budgeting, budget execution, revenue collection, internal control and reporting are particularly weak in a context of rapidly accumulating revenues and expansion of the state budget. The PFM system is characterized by extremely low budget execution on a cash basis, caused by low capacity within the civil service and weaknesses in planning, budgeting, procurement, implementation and project management. Progress to convert existing resources into economic growth and tangible service delivery improvements is slow.

Strengthening PFM in any country is a long-term agenda. Sound PFM requires government wide systems and processes that operate in a fully integrated manner; weak links must be addressed in a systematic manner. Areas requiring immediate attention include:

- Linking planning and budgeting
- Reform of procurement and devolution to the line agencies
- Improving cash planning and cash management to prevent excessive Treasury liquidity
- Strengthening core IT systems to support the budget process
- Improving internal and external controls and monitoring
- Implementation of a comprehensive program of capacity building and professional development for civil servants including delivery of incentive and reward reforms.

The GoTL is conscious of the key role of PFM systems for growth, service delivery and poverty reduction, and has commenced implementation of a Planning and Financial Management Capacity Building Program to assist to secure these objectives.

The Planning and Financial Management Capacity Building Project

The Planning and Financial Management Capacity Building Program (PFMCBP) aims to achieve *sustainably strengthened planning, budgeting, public expenditure management and revenue administration for growth and poverty reduction, with emphasis on efficiency, effectiveness, accountability, integrity, service culture, and transparency.*

Funded through a World Bank multi-donor trust fund, the PFMCBP is a five year coordinated program of targeted capacity building in planning and financial management. The key GoTL implementing agency is the Ministry of Finance (MoF), but PFMCBP also includes support for financial management staff in the line ministries and districts. The program comprises four major components, encompassing: (a) public expenditure management; (b) revenue administration and macro-economic management; (c) support for executive management and other cross cutting activities; and (d) support for program implementation.

Early capacity building initiatives in the MoF focused largely on getting the public financial management system up and running without fully addressing the capacity shortfalls of civil servants. This has created a system that remains heavily reliant on the presence of international advisers, who

have largely focused on in-line performance and, to a limited extent, on the transfer of skills. Through PFMCBP the GoTL wants to move beyond the transitional substitution of international for local expertise, to an integrated approach to institution building that relies on three pillars: skills and knowledge; systems and processes; and attitudes and behaviours. Based on the three-pillar framework, the objectives for the PFM function are (i) improved service delivery, both to internal clients and to the population; and (ii) to create a sustainable PFM system that would be increasingly managed and run by national staff, with the number of advisers decreasing over time as national staff take on increasing responsibility. To achieve this, the Program has adopted a “platform” approach under which first steps and foundations are consolidated before more advanced steps are attempted.

Program Management

The Program is managed and implemented by the MoF through a dedicated Program Implementation Unit (PIU), led by the Program Implementation Officer (PIO). Comprising a core group of TA management specialists, the PIU ensures best practice capacity building efforts throughout the Program. A Steering Committee chaired by the Minister of Finance and involving senior managers, key line agencies and district representatives, as appropriate, provides the strategic direction for the Program and ensures that the Program progresses in line with the Government’s development and public financial management objectives.

A Supervisory Committee chaired by the Minister of Finance and comprising the World Bank and all donors contributing to the PFMCBP Multi Donor Trust Fund monitors the progress in the Program implementation and makes recommendations to the Steering Committee on issues affecting the successful achievement of the Program’s objectives. The Supervision Committee also provide a forum for continuous policy dialogue and oversees and advises on the integration of all activities and advisers within the program framework, including coordination and consultation with donors involved in parallel financing and co-financing.

Ministry of Finance Reform

The Ministry of Finance is the Government body responsible for the design, execution, coordination and assessment of the finance policies defined and approved by the Council of Ministers, particularly in the areas of budget and finance, and the Government’s annual planning and monitoring of their programs.

In 2008, the Ministry of Finance has commenced a process for institutional reform that aims to improve the quality of services the Ministry provides to policy-makers, line ministries and districts. A restructure of the Ministry and drafting of new Organic Law are underway, providing some of the conditions necessary to improve performance, in particular at senior management level. Plans are also underway to: establish a group of experienced managers; address issues of staff reward and incentives; review skills and proper job placement of existing staff; preparation of a program for the professional development (PDP) of ministry staff; systematically communicate planned changes to existing Ministry staff; and improve the Ministry’s facilities, IT and other related infrastructure.

As an initial step in this restructuring process, a Senior Management team will be created to transmit reform messages and lead performance improvements within the Ministry. The team will comprise of the Minister, the Chief of Staff, the Directors and their Senior Advisers, as the case may be, of the four (4) major proposed management modules (branches) in the Ministry, including: i) Program Services Branch; ii) Revenue Services Branch; iii) Financial Management, Policy and Research Services Branch; iv) Corporate Support Services Branch.

II. Objective of Assignment

Working closely with the Chief of Staff and the Directors of the different Services Branch of the Ministry (when appointed), the Parliamentary Liaison Adviser will be responsible for managing

good relations and ensure the efficient and harmonious work coordination between the Ministry of Finance and the various Commissions of the National Parliament.

The Adviser will also provide sound and timely advice to the Minister of Finance on strategic activities that must be pursued to ensure that the partnership and coordination with the two State bodies are fostered and nurtured.

III. Duties and Responsibilities

A. Core Functions/Specific Responsibilities:

1. Development of a communication plan, briefs and/or statements for the Minister of Finance, as required, emanating from issues raised in the National Parliament.
2. Fostering good Ministry working relationship with Parliamentarians.
3. Initiate and develop contacts with members of the National Parliament and keeping them informed on the programs and undertakings of the Ministry.
4. Provide support in the preparations of materials and/or documents for use by the Minister in her appearances in the National Parliament.
5. Attend National Parliament sessions as will be required.
6. Produce of materials such as key facts and/or statistics for use in liaison work and other related activities required by the Minister.
7. Perform such other supporting tasks, both administrative and technical in nature, as will be required by the Ministry of Finance.

B. Capacity building functions

The successful candidate will be expected to incorporate the three pillar approach to capacity building in all aspects of his/her work with Timorese counterparts. The Adviser shall model transparency and accountability in his/her own behavior, and by focusing on development of skills and systems, together with support to behavioral and attitudinal change, the adviser shall help to build capacity:

- Jointly with the Program Implementation Officer develop an agreed capacity building workplan (based on the Adviser's own workplan), to incorporate operational activities and capacity building into the core specific activities to be undertaken. Regularly review and revise the workplan;
- Agree on specific tasks within activities for which national counterparts will be responsible; agree on methodology and monitorable indicators for assessing progress on agreed tasks, and for providing feedback to staff;
- Increase, incrementally, the level and number of tasks for which national incumbents are responsible, commensurate with progress/improvements in technical and functional capabilities.

C. Deliverables

Within the **first three (3) weeks of the assignment**, the Adviser shall prepare a workplan based on the objectives of the assignment and specific functions for approval by the **Chief of Staff and Head of the Executive Office, MOF** prior to implementation, copy furnished to the PIO-PFMCBP.

Within the **first six (6) weeks of the assignment**, the advisor shall prepare a capacity building workplan, as outlined above. This will be prepared in consultation with human resource development staff and specialist advisers in the ministry.

The Adviser shall then provide a duly endorsed monthly Workplan Progress Report to the **Chief of Staff and Head of the Executive Office, MOF**; copy furnished to the PIO-PFMCBP, on the progress and /or completion of the activities outlined in the Work Plan.

In addition, the Adviser shall discuss and submit to the **Chief of Staff and Head of the Executive Office, MOF, no later than five (5) working days** before the end of the current contract, an end of assignment Workplan Progress Report summarizing work undertaken against the Workplan, the degree to which the work has concluded, and a statement of outstanding tasks.

IV. Qualifications and Competencies

A. Technical Competencies

Education

A University degree in public relations, journalism, advertising, business communications or in any other related fields combined with appropriate.

Personal Qualities

The selected candidate should be service-oriented, disciplined, mature, honest, open, transparent, able to maintain good working relationships with counterparts and other staff members, and have a strong professional work ethic. He/she should have a strong knowledge and experience of the politics and a sound understanding of Timor-Leste's political system.

Work Experience

- At least ten (10) years of professional work experience.
- At least five (5) years work experience performing communications and public relations work.
- Strong familiarity with public sector systems and procedures with respect to public financial management.
- Minimum of five (5) years work experience in a developing country.
- At least five (5) years experience in a public sector environment performing liaison-related functions.
- Strong track record of excellence in analytical work and problem-solving.
- Experience in program management, including excellent organizational, analytical and prioritization skills, with ability to set out detailed steps required, follow assigned tasks/projects through to completion, and set up monitoring systems, strong skills in monitoring and evaluation, and capacity building.

Other Skills

- Ability to craft ministerial briefing papers, information briefs and media releases.
- Ability to communicate complex issues in a manner that is accessible, accurate and intelligible to parliamentary representatives.
- .
- Strong interpersonal communicative skills; an able communicator with the confidence to interact with politicians, the media, staff at all levels.
- Ability to write and produce complex project and activity report.
- Ability to proactively seek and recommend sound policy initiatives.
- Ability to solve complex problems.

Languages

- Fluent in written and oral English;
- Demonstrate willingness to undertake further language training in Tetun and/or Portuguese, as needed.

Other Key Competencies

- Strong collegial spirit and demonstrated ability to work well as a member of a multicultural team.
- Diplomacy and tact in dealing with other relevant bodies of the State, in particular, the National Parliament.

- Flexible and a team worker, prepared to help out other Ministry staff members when required and respond quickly under the pressure of events.
- Good moral character.
- Good management and organizational skill.
- Strong commitment to institutional values, policies and procedures.
- Numerate with a solid understanding of environment policy and experience of analyzing complex data and statistics.
- Experience in team leadership and participatory management.
- Ability to establish priorities and to plan, coordinate and monitor work plans.
- Computer literate of a high order and familiar with systems design
- Knowledge and familiarity of basic office decorum.
- Ability to organize and follow procedures and systems.
- Openness to issues facing new States including establishment of specific systems and skills needed to implement relevant policies and/or legislations.
- Energetic and with natural devotion towards technical competence.
- Ability to work well as team leader and coach.
- Pleasing personality, strong character and good team work traits.
- Strong motivation and initiative including willingness to work cordially with other staff working within the Ministry, including the line ministries.
- Willingness to work for extra hours, as will be required.
- Ability to work and adjust in a constant changing work-environment.

B. Capacity-building competencies

- A commitment to supporting Timorese staff to achieve the outcomes and objectives of the Ministry;
- Committed to training and promoting the professional development of the Ministry's staff;
- Recognition and respect of peers, and a demonstrated ability to interact effectively and collegially with peers at all levels;
- Demonstrated ability to make sound judgments on capacity issues that will require management referral and guidance;
- Demonstrated ability to work effectively in a mentoring role;
- Demonstrated ability to communicate ideas and analyses clearly and tactfully, both orally and in writing;
- Demonstrated ability to assist and support the development of useful processes and procedures within the unit to implement effectively the work program;
- Demonstrated ability to transfer skills and knowledge – previous training or teaching experience a plus;
- Demonstrated ability to adapt to challenges in the workplace, including finding creative solutions; and,
- Familiarity with Timor-Leste and Timorese culture and/or willingness to acquire it.

V. Performance Evaluation

Ongoing performance shall be assessed by the Programme Implementation Unit (PIU) in accordance with the functions and agreed deliverables in the TOR and performance review framework for advisors; and be subject to inputs and recommendations from the Steering and Supervisory Committees, joint supervision missions and the World Bank Task Team, as appropriate.

This position is subject to performance evaluations every six (6) months to ensure satisfactory progress in the implementation of the functions of the position.

Satisfactory execution of the indicated technical and capacity building functions mentioned above consistent with the PFMCBP's objectives as will be evaluated by a Supervisory Review Committee before the end of the engagement.

Schedule B. Cost Estimates Services and Schedule of Rates

Description		Rate (In US Dollars)	Quantity	Total (In US Dollars)
	Net remuneration	12,800 /month	12 months	153,600
	Add: Provision for taxes for the above net remuneration			28,800
	Mobilization/Demobilization cost	3,000 roundtrip	1 roundtrip	3,000
	Miscellaneous travel expenses	1,000 roundtrip	1 roundtrip	1,000
	Monthly Living Allowance	2,200 /month	12 months	26,400
	Insurance	500 /year	1 year	500
	5% of Remuneration and Reimbursable	5%		10,465
	Total (A+B+C)			\$ 219,765

Schedule C. General Conditions of Agreement

Section 1 - Definitions

(a) In these Conditions and in the Contract, unless a contrary intentions appear

“Bank” means the “International Bank for Reconstruction and Development” or the “International Development Association”.

“Client” means The Ministry of Finance.

“Consultant” means the person referred to as “the Consultant” in the Memorandum of Agreement.

“Contract” means the Memorandum of Agreement together with these Conditions and all other schedules and documents, if any, annexed to the Memorandum of Agreement or incorporated therein and intended to form part of the contractual relationship between the parties.

“Country of Assignment” means the country in which the Services are to be substantially performed.

“Location of Services” means the location in the Client’s county where the services will be principally performed.

“Memorandum of Agreement” means the Agreement executed by and between the Client and the Consultant in which these Conditions have been incorporated by reference.

“Project” means the project so named in the Memorandum of Agreement.

“Services” means the duties of the Consultant designated as “the Services” in the Memorandum of Agreement.

“Taxes” means the taxes imposed by the Government of the Democratic Republic of Timor-Leste on the remuneration paid to the Consultant by the Client.

“Term of Engagement” means the period referred to as “the Term of Engagement in the Memorandum of Agreement.

“Terms of Reference” means the schedule of duties referred to as “the Terms of Reference” in the Memorandum of Agreement.

“Usual Place of Residence” means the place of residence of the Consultant designated in the Memorandum of Agreement.

- (b) Where the context so permits, words importing the singular only shall be deemed to include the plural and vice versa, and words importing the masculine shall be deemed to include the feminine and vice versa.
- (c) Headings shall not modify or affect the meaning of these Conditions.

Section 2 - Applicable Law

The Agreement, its meaning and interpretation, and the relations between the Parties shall be governed by the **Law of the Democratic Republic of Timor-Leste**.

Section 3 - Remuneration

The Client shall pay to the Consultant remuneration in respect of the Services at the rate and in the currency specified in **Schedule B** of the Memorandum of Agreement on the basis of time spent by the Consultant in performing the Services. For the purpose of determining the amount of such remuneration, the following conditions shall apply.

- (a) Where remuneration is expressed in terms of a monthly rate, each month shall be counted based on the actual number of days, and the time spent in performing the Services. It shall include travel time, week-ends and public holidays and, to the extent specified in Section 8 hereof, shall also include periods of leave. Remuneration in respect of periods of less than one month shall be computed on a calendar day basis based on the actual number of days of the given month.
- (b) Except as otherwise agreed between the Client and the Consultant, no remuneration shall be paid in respect of work performed other than during the Term of the Engagement.
- (c) Except as otherwise agreed, total payment for remuneration under the Contract shall not exceed the amount as specified in **Schedule B**.

Section 4 - Reimbursable Costs

- (a) In addition to the remuneration specified in Section 3, the Client shall pay to or reimburse the Consultant for the following costs as specified in **Schedule B**:
 - 1) *Mobilization and Demobilization*: The Consultant shall be entitled to mobilization and demobilization costs, which shall consist of business class roundtrip airfare by the most direct route between the Usual Place of Residence and the Country of Assignment.
 - 2) *Miscellaneous Travel Expense*: For Mobilization and Demobilization, the Consultant shall be entitled to Miscellaneous Travel Expenses. Such costs shall include the cost of visas, inoculations, travel insurance, transport to and from airports, airport taxes or passenger service charges, and hotel accommodations while in transit. In addition, for Mobilization and Demobilization, the Consultant shall be entitled to excess baggage charges for up to twenty (20) kg or the equivalent cost for unaccompanied baggage.
 - 3) *Monthly Living Allowance*: The Consultant shall be entitled to lump-sum Monthly Living Allowance of **Two Thousand Two Hundred US Dollars (US\$2,200.00)**, for each completed month in the Country of Assignment. Monthly Living Allowance in respect of periods less than one month shall be computed on a calendar day basis based on the actual number of days of the given month.

4) *Medical Insurance:* The Client shall reimburse 50% of premium paid by the consultant for obtaining Medical Insurance for himself/herself only, subject to an annual ceiling of **United States Dollar Five Hundred (US\$500.00)**.

5) *Others.* All other reimbursable costs, reasonably incurred by the Consultant, but not included in ***Schedule B*** or if not falling within the categories specified therein, may be reimbursed, as the Client may, in its sole discretion, approve by prior authorization. Also, if travel is authorized in connection with this assignment, the Client will bear the cost of an economy class travel. In addition, and while in official travel status, the Consultant will be reimbursed with actual reasonable expenses (lodging and meals).

(b) Except as may be otherwise agreed by the Client, total payments in regard to reimbursable costs shall not exceed the amounts indicated in ***Schedule B***.

Section 5 – Contingencies

Subject to prior approval by the Client, payments in respect of remuneration and reimbursable costs which exceed the estimates provided in ***Schedule B***, may be charged to the contingencies provided for in the estimates.

Section 6 – Taxes

In accordance with Regulation 2000/18 (as amended July 2002)- On A Revenue System For East Timor or any applicable amendments thereof, the Consultant is subject to payment of income taxes on his/her remuneration. Such taxes shall be withheld by the Client from the monthly invoices for remuneration and the Client shall be responsible for paying the income taxes to Timor-Leste Revenue Service (TLRS) on behalf of the Consultant.

Section 7 – Payment of Remuneration and Reimbursable Costs

- a) The remuneration shall be paid monthly upon submission of invoices, supported by Attendance Report, Work Plan and/or Work Plan Progress Report and other Deliverables specified in this Contact.
- b) The reimbursable costs shall be paid upon submission of invoices, supported by original copies of used plane or electronic tickets, boarding pass(es), passenger service charge(s), invoice/receipts for hotel accommodation while in transit, and other applicable receipts. Receipts shall not be required for claiming Monthly Living Allowance.
- c) Except as may be provided above or in Section IV of the Memorandum of Agreement, the reimbursable costs referred to in Section 4 hereof shall be paid within 30 days after receipt of invoice by the Client, along with valid supporting documents.
- d) The remuneration and reimbursable costs shall be paid in the currency specified thereof in the Memorandum of Agreement. All reimbursable expenses shall be paid either in the currency in which the same was incurred or in US dollars.
- e) Wherever it shall be necessary to determine the equivalent of an amount in one currency in terms of another, the conversion shall be made at the rate which the Client shall determine was applicable at the time and place when the Consultant incurred the expenditure or converted a convertible currency into the currency of expenditure, whichever first occurred.

Section 8 – Medical and Insurance Arrangements

- a) The Consultant shall arrange his own Medical Insurance Plans during the Term of Engagement. Except as may be specified in Section 4 hereof, the Client shall be under no liability in respect of medical expenses of the Consultant.
- b) The Consultant shall arrange insurance against accidental death or dismemberment resulting from bodily injury incurred during the Term of Engagement. The Client shall be under no liability in respect of such events.
- c) The Consultant shall be responsible for other appropriate insurance coverage, e.g., travel and third party liability. The Client shall be under no liability in respect of such events.

Section 9 - Leave

The Consultant shall be entitled to take annual leave, sick leave, and other leave during the Term of Engagement upon the following basis:

a) Annual Leave

- 1) Entitlement to annual leave shall accrue at the rate of **two and half (2½) working days for every full period of one (1) month** during which the Consultant is performing the Services.
- 2) Annual leave shall be taken during the Term of Engagement with the prior knowledge and approval of the Client and at a time or times acceptable to the Client.
- 3) Entitlement of annual leave shall not be commuted into cash. If at the end of a twelve (12) month period of the contract, the Consultant has not availed all of the entitled annual leave, with the prior approval of the Client, such leave shall be availed within the next six (6) month period.

b) Sick Leave

- 1) Entitlement to sick leave shall accrue at the rate of **one (1) working day for every full period of one (1) month** during which the Consultant is performing the Services.
- 2) Entitlement to sick leave shall be conditional upon the inability of the Consultant to perform the Services. The Consultant shall furnish the Client with medical certificate(s) from verifiable sources such as registered medical practitioners or doctors for absence due to medical reason(s) for over three (3) consecutive days.
- 3) Unused sick leave shall expire if not availed of for the duration of the contract.

c) Other Leave

The Consultant shall not be entitled to casual leave, provided, however, that the Client may, in its sole discretion, whether for compassionate reasons or otherwise, permit the Consultant to take leave without pay during the Term of Engagement.

Section 10 – Work Permit, Visa to Stay and Basic Office Support

a) The Client shall:

- 1) Provide the Consultant with work permits and such other documents as shall be necessary to enable him to perform the Services;
 - 2) Arrange for the Consultant the working visa required for his/her stay in the Country Assignment;
 - 3) Facilitate clearance through customs of any property required for the Services and of the personal effects of the Consultant; and
 - 4) Make available to the Consultant, for the purpose of the Services and free of any charge, suitable work space including access to other basic office supplies and equipment, including computers.
- b) Without any limitations to the provisions of this Contract, the Consultant shall:
- 1) Arrange his/her own transport for personal use and for travel from his/her home to the office and return.

Section 11 – General Covenants

The Consultant covenants and agrees that

- a) During the Term of Engagement he/she shall devote the whole of her/his time and attention to the performance of the Services and shall at all times act with due diligence and efficiency and in accordance with the *Terms of Reference*. The Consultant shall make or assist in making all such reports and recommendations as may be contemplated by the *Terms of Reference* or as may be reasonably required by the Client within the general scope of the Project, and shall at all times cooperate with the Client, its employees and agents in the interests of the Project. After the termination of the engagement the Consultant shall continue to cooperate with the Client to such reasonable extent as may be necessary to clarify or explain any reports or recommendations made by him.
- b) At all times, the Consultant shall act with appropriate propriety and discretion and in particular shall refrain from making any public statement concerning the Project or the Services without the prior approval of the Client, and shall refrain from engaging in any political activity.
- c) The Consultant shall indemnify and hold harmless, the Client against any and all claims, demands, and/or judgements of any nature brought against the Client arising out of any willful misconduct or any negligent act or any negligent omission to act on the part of the Consultant in the performance of the Services under this Agreement. Such obligation shall survive the termination of this Agreement.
- d) Except with the written consent of the Client, he/she shall not divulge to any person nor use for own purposes, any information relating to the Services, the Project or the Client, including information in respect of rates of remuneration and conditions of employment.
- e) Unless specifically authorized in writing by the Client, the Consultant shall have no authority to commit the Client in any way whatsoever, and shall make this clear as circumstances warrant.
- f) The Consultant shall report immediately to the Client any accident or injury and any damage to the property of the Client or to the property or person of any third parties occurring in or arising out of the performance of the Services and any act, matter or thing which, within his knowledge, may have caused such accident or injury. He/she shall also report immediately

to the Client any circumstances or events which might reasonably be expected to hinder or prejudice the performance of the Services, including circumstances and events relating to his transportation and accommodation.

- g) All reports, notes, drawings, specifications, statistics, plans and other documents and data compiled or made by the Consultant while performing the Services shall be the property of the Client and upon termination of the engagement shall be disposed of as the Client shall direct. The Consultant may retain copies of such documents. The rights and duties provided for in this sub-section shall continue, notwithstanding the termination of this Agreement or the execution of its other provisions.
- h) After the conclusion of the Term of Engagement, the Consultant shall not, without the consent of the Client, engage in subsequent work on or in connection with the Project or arising out of the Project provided, however, that such consent shall not be unreasonably withheld.
- i) Where the Client has entered into an agreement with a third party for the provision to the Consultant of transportation, accommodation or other facilities whether in the Country of Assignment or elsewhere, the Consultant shall, so far as may be practicable, utilize such facilities.

Section 12 – Relationship of the Parties

Nothing contained in these Conditions or in the Contract shall be construed as establishing or creating any relationship other than that of independent contractor between the Client and the Consultant.

Section 13 – Entire Agreement and Non Waiver

The Contract contains the entire agreement between the parties and supersedes all prior arrangements or agreements, whether written or oral, express or implied. The waiver or relaxation whether partly or wholly of any of the terms or conditions of the Contract shall be valid only if in writing and signed by the authorized representative of the Client and by the Consultant and shall apply only to a particular occasion and shall not be continuing, and further shall not constitute a waiver or relaxation of any other term or condition.

Section 14 – Notices and Requests

Any notice or request required or permitted to be given or made under the Contract shall be in writing in the English language. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand, post or electronic mail to the party to which it is required to be given or made at such party's address specified below:

For the Client:

Name: Santana J.R.F. Viegas Cardoso

Position: Program Implementation Officer (PIO), PFMCBP

Office address: Edificio 5 Palacio do Governo, Sala 12 MoF

Email address: scardoso@mof.gov.tl

For the Consultant :

Name: Ines Almeida

Position: Special Parliamentary Liaison Adviser (to the Minister)
Usual Place of Residence: _____
Residence address in the Country of Assignment: _____
Email address: _____