

CONSULTANCY AGREEMENT

Between

World Organisation for Animal Health (WOAH, founded as OIE)

and

Name and SURNAME of Consultant

It is hereby agreed as follows:

1. SCOPE OF SERVICES

Name and SURNAME of Consultant (the “Consultant”), shall provide the services as described in Annex 1 (Scope of Work).

2. TIMING AND DURATION

This Agreement shall become effective on or about [date] and end on [date]. This term may be modified, subject to the written approval of the parties.

The Consultant shall perform the services, functions, responsibilities, tasks and Deliverables described in this Agreement (the “Services”) and shall provide reports, documents or other types of outputs (“Deliverables”) as required by WOAH, in accordance with Annex 1.

3. COMPENSATION

3.1 PROFESSIONAL FEES

In consideration for the obligations undertaken by the Consultant and the Services satisfactorily performed by the Consultant, and subject to the terms and conditions of this Agreement, WOAH agrees to pay the Consultant through bank transfer EUR [amount] (amount in words) per day actually worked. The effective working period agreed upon for the Services corresponds to a maximum of [number of days] days for a total amount payable of EUR [amount] (amount in words).

Payments to the Consultant shall be made as follows:

- i. a first tranche payment of EUR [amount] (amount in words) shall be made written validation by WOAH of the [insert deliverable, such as report or other tangible work product], based on the number of person-days actually worked by the Consultant;
- ii. a second tranche payment shall be made upon written validation by WOAH of the [insert deliverable, such as report or other tangible work product], based on the number of person-days actually worked by the Consultant;
- iii. a final tranche payment shall be made upon validation by WOAH of the [insert deliverable, such as report or other tangible work product], based on the number of person-days actually worked by the Consultant.

The total amount paid across all tranches shall not exceed XX person-days at EUR XXX per day.

Each tranche payment will be subject to the receipt of the corresponding undisputed invoice. WOAH will raise any concern as to an invoice within 10 working days of receipt. WOAH will proceed to the payment of undisputed invoices within 45 days of their receipt. All invoices shall be sent to accountspayable@woah.org.

There shall be no payment for any period of absence such as national holidays, sick leave or annual leave, nor for overtime.

3.2 REIMBURSABLE COSTS

If WOAAH determines that travel by the Consultant is required, the rules defined in the Financial Policy Framework, including:

- Air or train tickets (economy class) will be provided by WOAAH, or will be purchased by the Consultant and reimbursed by WOAAH (on the basis of a capped amount which shall be communicated in due course by WOAAH to the Consultant), whichever option is most convenient and economical.
- Terminal expenses will be reimbursed on the basis of original receipts and bank statements justifying claimed expenses and charges.

WOAH will provide a daily subsistence allowance based on a per-diem of EUR XXX, as follows, subject to the presentation of evidence of the number of nights spent (hotel invoice):

- the number of per diems is equal to the number of nights;
- a round trip made the same day gives entitlement to half a per-diem;
- in countries and/or cities where hotel prices are manifestly high (in which case documentary evidence should be provided) and the price of the hotel room exceeds half a per-diem, the hotel expenses, excluding breakfast and personal expenses, can be reimbursed by WOAAH on presentation of the invoice; the Consultant shall then receive only half a per diem for each night invoiced by the hotel.

The Consultant shall be reimbursed within a reasonable time after receipt of the relevant documentation.

4. RELATIONSHIP BETWEEN THE PARTIES

The Consultant will perform all of his/her obligations under this Agreement as an independent Consultant. Nothing in this Agreement shall be deemed to create or constitute an employer-employee, principal-agent, partnership, or joint venture relationship among the parties.

5. WARRANTIES AND INDEMNIFICATION

The Consultant warrants that at the date of signing of this Agreement, no conflict of interest exists or is likely to arise in the performance of his/her obligations under this Agreement. The Consultant shall immediately inform WOAAH if any actual or potential conflict of interest arises during the term of this Agreement. The Consultant certifies and warrants that:

- (a) The Consultant is suitably skilled, qualified and experienced to carry out the Services;
- (b) The Services shall be performed with high professional standards, in conformity with the highest ethical principles and standards of conduct, and in accordance with all applicable rules and regulations;
- (c) The Services will not be subcontracted without the prior written consent of WOAAH;
- (d) Any work product delivered to WOAAH by the Consultant as part of the Services is original and will not infringe any third-party property rights.

The Consultant shall indemnify and hold harmless WOAAH, and its respective employees or agents, against any and all losses, liabilities, damages, costs and expenses (collectively "Damages") directly incurred or suffered by WOAAH, or any of its employees or agents, to the extent such Damages arise out or result from any breach of the provisions of this Agreement by the Consultant or the performance of the Services.

6. TAXES AND INSURANCES

The Consultant acknowledges that he shall be solely responsible for paying the appropriate amount of all taxes with respect to all compensation paid to him/her pursuant to this Agreement, and that WOAAH shall have no responsibility whatsoever for withholding or paying any such taxes for or on behalf of the Consultant.

Similarly, the Consultant acknowledges that he/she shall not be covered through WOAH by any insurance covering illness, accidents, unemployment or any other type of insurance or benefit which may be expected in an employer-employee relationship. The Consultant shall be solely responsible for making appropriate arrangements relating to travel insurance (including medical and evacuation), professional liability and professional indemnity insurances in connection with the Services under this Agreement.

WOAH shall not be responsible for any obligation not expressly set out in this Agreement.

7. AMENDMENTS

Any amendment to this Agreement shall be made in writing by WOAH and the Consultant.

8. TERMINATION

8.1 TERMINATION BY WOAH

(a) WOAH may immediately terminate this Agreement:

- i. If the Consultant is responsible for, or is involved in, any acts which are considered by WOAH as being inconsistent with his or her obligations under this Agreement (such as misconduct, harassment, fraud, corruption, etc.); or
- ii. In the event of any breach of any of the terms or conditions of this Agreement.

(b) WOAH may terminate this Agreement upon written 15 day notice for convenience and without any indemnity.

8.2 TERMINATION BY CONSULTANT

The Consultant may terminate this Agreement for convenience by giving a 15 day written notice.

8.3 ENTITLEMENTS ON TERMINATION

- (a) Upon early termination of this Agreement, WOAH will only pay for the amount of the amount of time actually worked by the Consultant.
- (b) The Consultant shall provide all reasonable assistance requested by WOAH to prevent disruption to further work and shall promptly provide full details of all work performed before the effective terminate date.
- (c) Where early termination is enacted under Article 8.1(a), WOAH reserves the right to replace the Consultant and recoup the cost of doing so from any monies due to the Consultant.

9. INTELLECTUAL PROPERTY RIGHTS

All material, including documents, reports, data, records, shared with the Consultant are the property of WOAH or its Member countries. Any disclosure to third parties constitutes a violation of intellectual property rights.

All Deliverables, including draft and final work products, are "works made for hire" exclusively for WOAH. The Consultant hereby assigns to WOAH all rights, title and interest in and to all such Deliverables. WOAH may use or pursue all Deliverables without restriction or additional compensation. The Consultant agrees to do all things possible and reasonable to bring into existence, sign, execute, or otherwise deal with any document that may be necessary or desirable to give effect to this clause.

10. CONFIDENTIALITY

The Consultant shall keep and maintain as confidential all relevant information and materials disclosed by WOAH during the course of or in connection with this Agreement and promptly return / destroy this information and material upon completion of the Services. The Consultant agrees not to communicate, publish or release any confidential information except as approved by WOAH. The Consultant authorises WOAH to enforce this undertaking and acknowledges that WOAH is entitled (in addition to

any entitlement to damages) to seek an injunction or other equitable relief for any actual or threatened breach of this undertaking by the Consultant.

11. DISPUTE RESOLUTION

This Agreement shall be governed by its provisions, and should it be necessary, by general principles of law, to the exclusion of any single national system of law. Any dispute, controversy or claim arising out of or relating to the interpretation, application or performance of this Agreement, including its existence, validity or termination, shall be settled amicably between the parties. Should the parties fail to resolve amicably the dispute within 30 days, each party shall have the right to submit the dispute, controversy or claim by final and binding arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration between International Organizations and Private Parties as in effect on the date of this Agreement.

12. DATA PROTECTION.

To the extent Recipient is required as part of the Activities to process any personal data, Recipient undertakes to comply with the regulations applicable to it relating to the protection of personal data including those arising from General Data Protection Regulation 2016/679 (“GDPR”), Recipient shall implement technical and organisational measures to ensure a level of security appropriate to the risk presented by any processing operations.

13. PUBLICATION OF BENEFICIARIES:

To comply with disclosure requirements and enhance transparency, WOAAH shall publish on its website the following information about this Agreement: (i) the name and nationality of the Recipient; (ii) a brief description and location of the Services provided; and (iii) the amount of this Agreement. The Recipient specifically consents to the release and/or publication of such information. WOAAH will not release or publish information that could reasonably be considered confidential or proprietary.

14. PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of WOAAH and its staff.

15. SURVIVAL

The provisions of Articles 5 (Warranties and Indemnification), 9 (Intellectual Property Rights), 10 (Confidentiality), 11 (Dispute Resolution), 12 (Privileges and Immunities) shall survive the termination of this Agreement.

16. FACSIMILE SIGNATURES

This Agreement may be executed and delivered by facsimile/email and upon such delivery the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party. The failure to deliver the original signature copy and/or the non-receipt of the original signature copy shall have no effect upon the binding and enforceable nature of this Agreement.

[full name of Consultant]

Signature: _____

Name: _____

Title: _____

World Organisation for Animal Health (OIE)

Signature: _____

Name: Monique Eloit

Title: Director General

Annex 1
Scope of Work

1. BACKGROUND INFORMATION ON WOA

The World Organisation for Animal Health (OIE) an intergovernmental organisation subject to public international law. It is responsible for improving animal health worldwide. The standards it develops for the trade of live animals and products of animal origin are recognized by the World Trade Organization as reference international sanitary rules (<http://www.oie.int/fr/>).

WOAH, then known as the « Office international des épizooties », was created on the 25th of January, 1924. Its headquarters are based in Paris. It comprises 182 Member Countries and is present on all continents through 12 Representations or Bureaus in total.

2. PURPOSE

[TO BE FILLED IN]

3. DUTIES AND RESPONSIBILITIES

[TO BE FILLED IN]

3.1 OBJECTIVES OF THE ASSIGNMENT AND SCOPE OF WORK

[TO BE FILLED IN]

3.2 EXPECTED OUTPUTS AND ACTIVITIES

Activities	Deadline	Maximum Consultant days of work
Activity 1		
Task 1	dd/mm/yy	xxx
Task 2	dd/mm/yy	xxx
Task 3	dd/mm/yy	xxx
Activity 2		
Task 1	dd/mm/yy	xxx
Task 2	dd/mm/yy	xxx
Task 3	dd/mm/yy	xxx
Activity 3		
Task 1	dd/mm/yy	xxx
Task 2	dd/mm/yy	xxx
Task 3	dd/mm/yy	xxx

4. QUALIFICATIONS AND EXPERIENCE

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Technical skills

- Excellent command of English, both written and oral
- Knowledge of other languages would be considered an advantage.
- MS Office (Outlook, Word, Excel, PowerPoint)

Interpersonal skills:

- Capability of working in a multicultural environment with individuals from different OIE departments and offices;
- ...
- ...

5. WORK ARRANGEMENTS

[TO BE FILLED IN]