

Grant Contract No DCI-PANAF/2021/423-739

CONSULTANCY CONTRACT

BETWEEN

the Czech Geological Survey Prague, organization co-financed by state, established by the Measure No. 16/17 of the Ministry of the Environment from the 4 th October 2017, file no: MZP 2017/110/395, VAT ID: CZ00025798, the registered office of which is located at Klárov 131/3, 118 21 Praha 1, Czech Republic, represented by Zdenek Venera, director, and Veronika Stedra, the PanAfGeo project WP1 leader in CGS,

Hereinafter "CGS",

of the first Party,

AND

Assoc. Prof. Mr Merlain HOUKETCHANG BOUYO

Address: Institute for Geological and Mining Research, CRGM-Garoua-Northen Cameroon,
P.O. Box 333

Hereinafter the "Consultant",

of the second Party,

CGS and the Consultant hereinafter being jointly referred to as the "**Parties**", it is hereby decreed and agreed as follows:

ARTICLE 1. PURPOSE

The purpose of the present Consultancy Contract is to define the terms and conditions under which the Consultant undertakes to perform the mission described in Article 5.1 hereinafter.

ARTICLE 2. DEFINITIONS

The Main Contract: *Grant Contract No DCI-PANAF/2021/423-739*

- **The Consultancy Contract:** the present Agreement.

ARTICLE 3. DATE OF EFFECT AND DURATION

3.1. DATE OF EFFECT

The present Consultancy Contract comes into force as from the date of signing by the last of the Parties.

3.2. DURATION

The present Consultancy Contract shall end after Consultant's completion of the assignment addressed in Article 5 below or its early termination complying with Article 16.

It may be extended or amended through the signing of an amendment by the Parties' duly authorized representatives.

ARTICLE 4. CONTRACTUAL DOCUMENTS

The following contractual documents shall govern the Consultancy Contract:

A – The present Consultancy Contract.

B – Its Appendix.

- Appendix1: Description of work to be done, schedule and budget.

ARTICLE 5. CONSULTANT'S OBLIGATIONS

5.1. MISSION

The Consultant undertakes to execute the following tasks according to good professional practice and in compliance with the terms of Appendix 1 mentioned in Article 4 hereabove, namely:

Co-operation in preparation of and expert training assistance during the WPA-C4“Field Geoscientific Mapping” trainings in the selected area(s) in Cameroon, 41 days in length, in collaboration with MINMIDT and CGS.

5.2. TRACKING OF OPERATIONS

The Consultant undertakes to contribute to the following deliverables.

	Description of deliverable	period	deadline	unit	Number	Total
1	Participation on the preparatory field mission, selection processing of the trainees...	2023	13 th of November	days	16	800 EUR

2.	Participation in the WPA-C4 as a mapping trainer from 07 January to 04 February, including the Introductory lecture on the Geology of Cameroon, field mapping training, supervisor of the in-room work and the restitution work	2024	04 th of February	days	25	1250 EUR
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5.3. EXECUTION DEADLINES

The Consultant undertakes to complete the Mission mentioned in Article 5.1 hereabove within the deadlines set forth in the schedule of Appendix 1 mentioned in Article 4 hereabove.

ARTICLE 6. INTELLECTUAL PROPERTY

The Consultant assigns free of charge to CGS all the intellectual property rights resulting from the execution of the Mission mentioned in Article 5.1 hereabove and particularly the documents to be delivered as mentioned in Article 5.2 hereabove.

The assigned rights include the right of representation and reproduction of the documents.

This assignment shall be effective world-wide and for the entire duration of the associated copyrights.

ARTICLE 7. PENALTY

In the event of failure to meet the execution deadlines mentioned in Article 5.3 hereabove, other than in the case of force majeure, the Consultant may be liable, upon simple establishment of the delay by CGS, to a penalty of 0.2% of the remuneration mentioned in Article 9 here below per day of delay.

This penalty clause shall in no way pose an obstacle to CGS making an application for damages against the Consultant on the basis of such a delay.

ARTICLE 8. CONFIDENTIALITY

The Consultant shall consider as strictly confidential and shall thus refrain from disclosing any information, technical formula or concept whereof it may gain knowledge in connection with the present Consultancy Contract.

The Consultant shall not be held liable for any disclosure if the elements disclosed are in the public domain or if it already had knowledge thereof or obtained them from third parties by legitimate means.

ARTICLE 9. REMUNERATION

For the Mission mentioned in Article 5.1 hereabove, the Consultant shall be paid a maximum amount up to 41*50, in total 2,050 EUR, for the 2023-2024 period, corresponding to max. rate per day as services in accordance with the budget breakdown given in Appendix 1, the Article 4 hereabove, and the Appendix III of the Main Contract (for African consultant trainers). The amount being quoted exclusive of any tax.

Besides, side expenses such as transport fees are covered attested by a proper invoice for amount of 344.059 F CFA that is 524.51 EUR

TOTAL: **2,574.51**EUR budget

ARTICLE 10. INVOICING

The remuneration mentioned in Article 9 hereabove shall be invoiced once to CGS by the Consultant, in three copies along with all the supporting documents if needed.

ARTICLE 11. PAYMENT

11.1. TERMS

CGS shall pay the Consultant within 45 days from the date of receipt of the invoice(s) and the supporting documents if needed. An advance payment can be done cash during the training, most of it by bank transfer to the account given in the 11.2.

11.2. BANK DOMICILE

Payments shall be made to the Consultant's account as designated herebelow:

NAME OF THE BANK: [REDACTED]
Address: [REDACTED]
Account No.: [REDACTED]
Account Name: **BOUYO HOUKETCHANG MERLAIN**
Bank code: [REDACTED]
Sort code/IBAN/SWIFT: [REDACTED] / [REDACTED]

ARTICLE 12. TAXES

CGS and the Consultant, each in his own domain, shall take personal charge of the payment and/or fulfilment of the tax declaration obligations applicable to them, without the other Party being involved or held responsible, either for part or in full, for default of the tax rules applicable to one or the other of the Parties.

The consequences of non-fulfilment of tax obligations by the Consultant liable to punitive action such as the payment of fines and/or penalties and/or any other punishment ordered by the courts and/or competent administrations, shall not give rise to any complaint and/or prosecution and/or request for compensation of any type whatsoever, on the part of the Consultant, from CGS.

The fees, taxes, duties of all types, possibly due on the payment made to the Consultant by CGS, which are subject to withholding at the source, shall be paid by the Consultant, who shall take personal charge of their payment and the fulfilment of any declarative obligation with the administrations of the Territory concerned.

ARTICLE 13. NOTIFICATION AND ELECTION OF DOMICILE

Any notification made in connection with the present Consultancy Contract shall be considered valid if made in writing to the following addresses:

For CGS:	For the Consultant:
<p>Mrs. Veronika Štědrá, the Czech Geological Survey, Klárov 3, 118 21 Praha 1, Czech Republic and by e-mail: [REDACTED]</p>	<p>Mr. Merlain HOUKETCHANG BOUYO IRGM-CRGM, Garoua, P.O. Box 333 and by e-mail: [REDACTED]</p>

ARTICLE 14. INTUITU PERSONAE

The Consultant may not transfer or assign all or part of the rights and obligations of the present Consultancy Contract or substitute a third party in particular by subcontracting in the execution of its obligations without the express prior consent of CGS.

ARTICLE 15. LIABILITY / INSURANCE

15.1. LIABILITY

Each Party is liable, both during the performance of the present Consultancy Contract, the services and/or works and after their completion and/or acceptance, for any damage which he himself, his personnel, equipment, subcontractors, suppliers and/or service providers, could cause to the other Party and/or to any third party.

15.2. FORCE MAJEURE

None of the Parties shall be liable in case of non-observance of any one of the clauses of the present Consultancy Contract in case of force majeure. Force majeure includes fire, explosion, floods, war declared or not, long term strikes, riots, blockades or embargoes, governmental restriction or prohibition.

The Party struck by force majeure shall immediately advise the other Party by telegram, telex or fax confirmed by registered letter return receipt requested. It is understood that the two Parties shall only have the right to invoke force majeure during the effective duration of the Consultancy Contract. They agree to make every effort to minimise its consequences.

TERMINATION

ARTICLE 16. TERMINATION FOR DEFAULT

16.1.1. Concept of Default

For the present Consultancy Contract, default means any failure to perform a substantial obligation of the Consultant, particularly for Article 5, and if such default has not been remedied within one month after notification sent to the Party holding the obligation, by registered letter return receipt requested.

Default shall not be identified if caused by Force Majeure, as mentioned in Article 15.2 hereabove.

16.1.2. Termination

The Consultancy Contract may be terminated automatically by one of the Parties in case of default of the other Party.

The Consultant accordingly agrees to permitnobody..... which substitutes for him, to supply, in the best possible conditions, the services remaining to be performed. He shall in particular give him the studies and works already completed and necessary for the execution of his services.

16.2. TERMINATION OF THE MAIN CONTRACT

The Consultancy Contract shall be automatically terminated, without formality and without compensation in case of completion, for any cause whatsoever, of the Main contract mentioned in Article 2 hereabove.

In case of expiration or early termination of the present Consultancy Contract, the Consultant agrees to restore to CGS, within thirty (30) days from the expiration or termination date, all the samples and related documentation of CGS in his possession.

The Consultant shall not claim any concession on the expiration or termination of the present Consultancy Contract and renounces any appeal that he may enjoy in the matter against CGS.

ARTICLE 17. APPLICABLE LAW AND SETTLEMENT OF DISPUTES

The present Consultancy Contract is governed by the Czech law.

Should the Parties be unable to reach an amicable agreement within a period of three (3) weeks following notification, the dispute shall be submitted to the competent courts under the jurisdiction of the Supreme Court of the Czech Republic in Prague, Czech Republic.

Signed at Yaoundé, and Prague in two (2) copies,

On January, 2024

For CGS

For the Consultant

Zdeněk Venera, Director

Merlain Houketchang Bouyo,

Appendix 1: Description of work to be done, schedule and budget

1. Description of work

a. Preparation work

The contractor will participate into the preparation work, including the following tasks:

- Definition of the field sector
- Selection of the participants
- Field reconnaissance mission

b. Training in field work

The contractor will train the participants in field mapping, structural measures, nature of rocks... the contractor will supervise groups of trainees, and guide them through the field , helping them with geological tools and procedures.

c. In-room work

The contractor will supervise the trainees in their work of daily synthesis (downloading field data onto the GIS project) and during their preparation of the restitution at the end of training.

d. Meetings

The contractor will participate to the trainer's meetings, and be present during the opening and closing ceremonies.

2. Schedule

The contractor will operate during both year 2023 and 2024.

Year 2023:

April to June: Kick-off meeting, preparatory meeting (4 days)

September-October: Selection of candidates, organization of reconnaissance mission (5 days)

November: field preparatory mission in Bafoussam (7 days)

Year 2024 :

Trainer in the WPA training session as follows (25 days) :

Jour	Date	Programme	Détail
Dimanche	07-janv-24	Transfert Orléans-Yaoundé BRGM	
Lundi	08-janv-24		
Mardi	09-janv-24		
Mercredi	10-janv-24		
Jeudi	11-janv-24		
Vendredi	12-janv-24		
Samedi	13-janv-24		
Dimanche	14-janv-24		
Lundi	15-janv-24	Présentation	
Mardi	16-janv-24		
Mercredi	17-janv-24		
Jeudi	18-janv-24	Cartographie	
Vendredi	19-janv-24	Cartographie	
Samedi	20-janv-24		
Dimanche	21-janv-24		
Lundi	22-janv-24		
Mardi	23-janv-24	Cartographie	
Mercredi	24-janv-24	Cartographie	
Jeudi	25-janv-24		
Vendredi	26-janv-24	Cartographie	
Samedi	27-janv-24	Cartographie	
Dimanche	28-janv-24		
Lundi	29-janv-24	Cartographie	
Mardi	30-janv-24	Cartographie	
Mercredi	31-janv-24		
Jeudi	01-févr-24		
Vendredi	02-févr-24		
Samedi	03-févr-24	Restitution	
Dimanche	04-févr-24		
Lundi	05-févr-24	Derniers départ des participants	

3. Budget

The budget for the contractor's mission includes a daily fee, plus expenses. On the basis of 50 EUR/day, the contractor is involved for 41 days of effective work, i.e. 2,050 EUR budget.

Besides, side expenses such as transport fees are covered attested by a proper invoice for amount of 344.059 F CFA, that is 524.51 EUR.

TOTAL: 2,574.51 EUR budget