

SML 424019



Grant Contract **ET-2023-006-RO-43040**

## CONSULTANCY CONTRACT

Czech Geological Survey  
Seated in Klarov 3, 118 21 Prague 1, Czech Republic  
represented by Mr. Zdenek Venera, Ph.D, director  
VAT ID CZ00025798  
responsible project leader: Mr. Krystof Verner, Ph.D. .

Hereinafter "**CGS**",

**of the first Party,**

**AND**

**Muhuddin Abdella Muctar, M.Sc.**

Date of Birth 

Passport number: 

Sub- City: Lemi- Kura, Woreda: 14, Condominium houses, Block: 52, House No: 71, Addis Ababa, Ethiopia.

e-mail: 

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 hereinafter.

### **ARTICLE 2. DEFINITIONS**

**The Main Contract:** Collaboration on the development project entitled "Improving the quality of life by ensuring availability and sustainable management of water resources in Sidama Region and Gamo and Gofa zones (Ethiopia)."

• **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:

### **ARTICLE 5. CONSULTANT'S OBLIGATIONS**

#### **5.1. MISION**

The Consultant undertakes to execute the following tasks according to good professional practice and in compliance with the terms of Sub-Article 5.2, namely:

- administrative procedure connected with the project solution (leadership of the Ethiopian team, processing of necessary permits, support of the field work), professional cooperation on hydrogeological mapping and modeling of the Sidama, Gamo and Gofa areas in the SNNPR according to the project document.
- Co-operation on the project entitled "Improving the quality of life by ensuring availability and sustainable management of water resources in Sidama Region and Gamo and Gofa zones (Ethiopia)" in collaboration with CGS (responsible implementer) and GSE (collaborating partner).
- Hydrogeological and geological archive data evaluation organization from various secondary sources.
- Facilitating fieldwork activities during the joint fieldwork in Ethiopia including timely issuing of relevant letters and invitations for visa processing for Czech and other involved foreign experts.
- Liaising with concerned authorities with regard to project progress and administrative matters.
- Sending of monthly reports to the CGS about the activities and progress on the side of the Ethiopian counterpart.
- Taking part in joint hydrogeological field data collection phase in the Gofa Zone.
- Supervision of the independent field data collection phase in the Gofa Zone.
- Promotion and popularization of the project through various media and stakeholder gatherings and events.

## **5.2. TRACKING OF OPERATIONS**

The Consultant undertakes to contribute to the following deliverables: Processing and compilation of archive hydrogeological data (Ministry of Water and Energy).

The Consultant shall produce a monthly report including the timesheet of the work performed at the end of each month as part of the output.

## **5.3. EXECUTION AND DEADLINES**

The Consultant undertakes to complete the Mission mentioned in Sub-Article 5.1 hereabove within the deadlines set forth in the schedule of Sub-Article 5.2 hereabove.

## **ARTICLE 6. INTELLECTUAL PROPERTY**

The Consultant assigns free of charge to CGS and GSE 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.

The first party will be quoted on the literary work outputs as a co-author.

## **ARTICLE 7. PENALTY**

In the event of failure to meet the execution deadlines according to 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 stated in **Sub-Article 5.1** here above, the Guarantor will be paid 700 USD per Month, no more than 8 400 USD in total for the work performed in the **respective periods** indicated in **Sub-Article 5.2** of each deliverables, the amount being quoted exclusive of any tax.

#### **ARTICLE 10. INVOICING**

The remuneration referred to in Article 9 above will be paid to the ČGS consultant based on the report of the work performed. The report will contain all the documents mentioned in subsection 5.2.

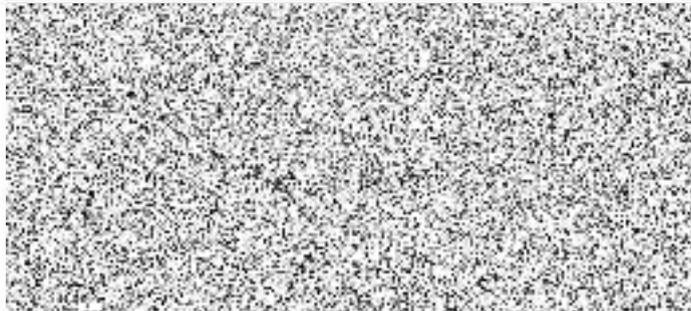
#### **ARTICLE 11. PAYMENT**

##### **11.1. TERMS**

CGS will pay the Consultant 700 USD every month to the account of Mr. Muhuddin Abdell Muctar, M.Sc., on the basis of the report of submitted work, starting in the month of January 2024 and finish of December 2024 or by cash directly on the spot.

##### **11.2. BANK DOMICILE**

Payments shall be made to the Consultant by bank transfer in USD account.



#### **ARTICLE 12. TAXES**

CGS and the Consultant, each in its 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:

<b>For CGS:</b> Name: Dr. Krystof Verner, PhD (Project leader, CGS) Adress: Klárov 3, 118 21 Praha 1. Prague, Czech Republic  e-mail: [REDACTED]	<b>For the Consultant:</b> Name: Muhuddin Abdella Muctar, M.Sc. Address : Lemi- Kura, Woreda: 14, Condominium houses, Block: 52, House No: 71, Addis Ababa, Ethiopia  e-mail: [REDACTED]
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**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 e-mail, 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.

**ARTICLE 16. TERMINATION**

**16.1. 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.

### **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 law of the Czech Republic.

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 Czech law.

Signature



in two (2) copies, Signature



Date

Date: ..



**For CGS**

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**For the Consultant**

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Zdeněk Venera, Ph.D.

Muhuddin Abdella Muctar, M.Sc.

Director of the Czech Geological Survey

