

Arkivus  
2009 6/232-

Charles River Associates  
99 Bishopsgate  
London EC2M 3XD

Att: Mr. Luke Steadman

Dear Sir/Madam,

With reference to previous contact we have the honour of proposing the following for your consideration:

AMB. DAR ES SALAAM November 23, 2009	
200901232-17	SAKSB.
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**Consultancy Contract between Royal Norwegian Embassy in Dar es Salaam and Charles River Associates concerning Technical Assistance for an Audit of Hedging Operations**

f.e.  
2/1/2009

**1. The assignment**

1.1 CRA International (UK) Limited, doing business as Charles River Associates (the Consultant, which includes the Consultant's employees whenever applicable), is hereby engaged to carry out the assignment described in the enclosed Terms of Reference (ToR) during the planned period November 2009 to February 2010.

The Royal Norwegian Embassy in Dar es Salaam (the Client) may clarify or adjust the scope of the assignment, as well as expand the scope according to Article 8 or limit it according to Article 10.

1.2 The following personnel with the Consultant shall carry out the assignment:

- David J Lee, Senior Consultant and superior responsible for the assignment
- Luke Steadman, CRA Officer (Vice President)
- Tony Barbera
- Michael De Laval
- Dr. Jack Yeager
- Mark Percy
- Peter Nichols
- Christopher Johnson

1.3 Replacement of personnel and use of sub-contractors may only take place upon the Client's prior written approval. Should it become necessary to replace any member of the personnel, the Consultant shall ensure that the member is replaced with a person of equal or better qualifications and experience. The costs of such replacement shall be borne by the Consultant.

1.4 Any approval by the Client of engagement of sub-contractors does not relieve the Consultant of any of his obligations. The Consultant warrants that any sub-contractor engaged undertakes to follow any applicable provision in this Contract, including the requirement to take out and maintain insurance stated in Article 2.

**2. Obligations of the Consultant**

The Consultant shall:

- 2.1 Carry out the assignment with due diligence and efficiency, and contribute to a positive dialogue and good cooperation with any third parties involved,
- 2.2 keep accurate and systematic accounts for the assignment in accordance with applicable law,
- 2.3 immediately inform the Client in writing of any indications that the assignment cannot be completed as planned, hereunder completed within the budget or agreed revised estimates, in which case the Client shall, without undue delay, notify the Consultant of his opinion,
- 2.4 keep his personnel and equipment properly insured according to legal requirements, and at the latest at the signing of the Contract, take out insurance to cover the Consultant's liabilities under the Contract, including professional liability and third party liability insurance,
- 2.5 comply with the regulations on secrecy in the Norwegian Public Administration Act (Act of February 10, 1967)
- 2.6 be financially and in every other respect independent of anybody that may influence his objectiveness during the implementation of the assignment, and inform the Client of existing or emerging circumstances that may influence the independency or create a conflict of interests,
- 2.7 refrain from any illegal or corrupt practices, including refuse any offer, gift, payment or benefit of any kind, which would or could, either directly or indirectly, be construed as an illegal or corrupt practice, and to the extent compatible with any applicable professional standards of researchers, inform the Client of any indication of corruption or misuse of Norwegian aid funds that comes to his attention during the course of the assignment,
- 2.8 comply with any other applicable laws and regulations, hereunder fulfill any registration requirements and be responsible for all payments, statements and reports required by the authorities in Norway or other countries in connection with the assignment and his operations, and with regard to any violation thereof brought to his attention take prompt corrective action.

### **3. Reporting**

The Consultant shall submit the following reports in English to the Client:

- Draft Hedging Transaction Report as soft copy in MS Word format within December 15, 2009
- Final Hedging Transaction Report in five copies and as soft copy in MS Word format by January 30, 2010
- Draft Report as soft copy in MS Word format by December 15, 2009
- Final Report in five hard copies and as soft copy in MS Word format by January 30, 2010.

### **4. Remuneration**

- 4.1 The assignment shall be remunerated on an hourly basis at an hourly rate as stipulated in the tender offer (exclusive of any value added tax). The hourly rate includes the Consultant's profit and social and administrative costs.

The work shall not exceed nine hundred hours.

Field work shall be remunerated up to a limit of 42 hours pr working week.

For intercontinental journeys the Consultant is entitled to a compensation equaling one working day of seven hours each way. Travel time during field work is billable within the weekly limit of 42 hours pr week. There will be no other compensation of travel time unless otherwise agreed.

- 4.2 The travel and subsistence costs for agreed travels shall be covered by the Client within the frame mentioned in Section 4.4 and in accordance with the Regulations for Traveling Abroad at the Norwegian Government's Expense.

With regard to travels, and as is reasonable and practical given the situation, the cheapest alternative shall be chosen, e.g. Economy/Excursion tickets.

The Norwegian Travel Regulations are available at the website [www.odin.no/mod/](http://www.odin.no/mod/) (only in Norwegian). If the rates for per diem allowance is changed during the travel, the prevailing rate at any time shall be used.

## **5. Invoicing and payment**

- 5.1 The Consultant shall submit invoices certified by the superior responsible for the assignment to the Client.

Payments shall be made within 30 days to a bank account designated by the Consultant, provided that any outstanding reports due at that time according to Article 3 have been submitted.

- 5.2 The invoices shall distinguish between fees and reimbursable costs. Fees shall be specified per person, hours worked, nature of the work and the dates of work.

Further, the invoices shall indicate the total budget for the assignment, the accumulated invoiced amounts and the balances outstanding. Along with the invoice the Consultant shall submit copies of time sheets and travel statement(s). The documentation shall be certified by the superior responsible for the assignment. Documentation in original shall not be submitted.

- 5.3 The Client and the Norwegian Auditor General shall have access to and the right to examine the accounts for the assignment, including receipts in original.

## **6. Intellectual property rights**

The Client shall be the sole owner of all work, materials and other results (the Result) generated through the assignment, including the sole owner of any intellectual property rights thereto. If the Consultant wishes to use the Result, a written approval from the Client must be obtained. However, the Consultant may refer to the Result in research carried out by himself.

- 6.1 The Consultant undertakes to hold the Client harmless against any claims from third parties claiming to own (parts of) the Results.
- 6.2 The terms of this Article 6 shall not transfer or convey ownership of any preexisting intellectual property rights utilised by the Consultant in performing the work.

## **7. Liability**

The Client shall not be liable - financially or in other ways - to companies or individuals engaged by the Consultant. Further, the Client shall not be liable to any third persons for any harm or loss incurred as a result of acts or omissions of the Consultant or his contractors.

The Consultant's total liability in connection with the assignment shall be limited to the total fees payable hereunder. Under no circumstances shall the Consultant or the Client

be liable for consequential, punitive, incidental or special damages or claims in the nature of lost profits or lost opportunity costs in connection with the assignment. The foregoing limitations and exclusions of liability shall not apply in instances of death or bodily injury, gross negligence or willful misconduct, fraud, or where such limitations or exclusions are prohibited by operation of law.

**8. Expansion of the scope of the assignment**

The Client may expand the scope of the assignment within reasonable limits. In such cases the Consultant shall, upon the Client's request, present a revised plan for the implementation of the assignment and an estimate of additional costs, if any. Any additional work shall be remunerated according to the rates and the procedures set forth in this Contract unless otherwise agreed. Implications for the time schedule as well for the total approved budget amount shall be agreed upon by the parties.

**9. Breach of contract**

9.1 Failure by the Consultant to carry through the assignment in accordance with this Contract constitutes breach of contract. Without prejudice to any other legal remedies available, the Client shall be entitled to a compensation corresponding to actual or estimated additional costs by having any remaining work done by another consultant, subject to the limitations set forth in Article 7.

9.2 Moreover, each party may cancel the Contract with immediate effect if the other party is in material breach of the Contract, or it is evident that such breach will occur. The Client may also cancel the Contract with immediate effect if the Consultant becomes bankrupt or is deemed to be insolvent, or if the Consultant in the judgment of the Client has been engaged in corruption, fraud or similar.

**10. Termination**

10.1 The Client may terminate the whole or parts of the Contract upon 14 days notice in which case the Consultant shall exert his best efforts to bring the work to an end in a prompt, orderly and economical manner. The Consultant shall deliver to the Client any plans, documents or other material generated during the course of the assignment.

10.2 The Consultant shall be entitled to remuneration for work carried out and reasonable reimbursement of costs incurred upon such terminating the assignment.

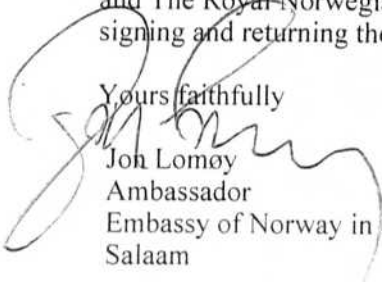
Article 6 on intellectual property and other relevant articles/sections, for instance the duty of secrecy stated in Article 2, shall survive any termination of the Contract in accordance with Article 9 or 10.

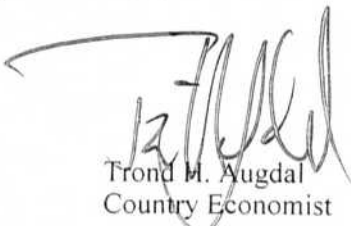
**11. Settlement of disputes**

11.1 Any dispute in connection with this Contract that cannot be solved amicably shall be referred to the competent Norwegian court and settled in accordance with Norwegian laws.

If the foregoing is acceptable, we suggest that this letter together with your written affirmation of acceptance shall constitute the contract between Charles River Associates and The Royal Norwegian Embassy in Dar es Salaam. Please state your affirmation by signing and returning the enclosed copy of this letter.

Yours faithfully

  
Jon Lomøy  
Ambassador  
Embassy of Norway in Dar es  
Salaam

  
Trond M. Augdal  
Country Economist

The terms and conditions of the Contract are hereby accepted.

Place: LONDON

Date:

W H Sturt

3 - DEC - 2009

Name:

Title:

VICE CHAIRMAN

VICE PRESIDENT

Company:

CHARLES RIVER ASSOCIATES  
CRA INTERNATIONAL (UK) LTD.