

Service & Performance Contract
For the establishment and maintenance of a website
For TFT – Technology fosters Tradition, a Mauritanian pilot Initiative

Between

Florent Dirk Thies
And
Lars T. Soeftestad

Background

1. The German technical assistance (GtZ) in Nouakchott, Mauritania, and the World Bank are in the process of developing a joint undertaking to test grassroot law making in the sector of the environment in the east of Mauritania. This forms part of a wider pilot initiative to protect the Mauritanian environment in general, notably through easily understandable and accessible laws.
2. F.D. Thies presented in a day-long workshop at World Bank HQ on November 27, 2001, together with other partners in the above described initiative, the outlines of the idea upon invitation of the Legal Department of the World Bank.
3. L.T. Soeftestad runs a website dedicated to common property management issues and edits a monthly newsletter dedicated to the same themes. Information stored on this website attracts worldwide attention.

Objective of the task

4. Making webspace available on the <cbnrm> website which (i) informs about past and ongoing events and (ii) serves as electronic archive for the TFT Initiative.

Obligations of L.T. Soeftestad

5. L.T. Soeftestad undertakes to establish a dedicated space on his <cbnrm> website for the TFT Initiative. He agrees to accommodate future information and will host said information in appropriate places on the website, once installed. He will not delete the TFT site without previously contacting F.D. Thies in order to either find a mutually satisfactory agreement or facilitate the transition of the material to another site.

Obligations of F.D. Thies

- 6 (a) F.T. Thies undertakes to pay L.T. Soeftestad for the setting up of the TFT website a fee of US\$75.00 per hour (all tax end incremental costs included). If L.T. Soeftestad is able to provide French translation, this service will be paid US\$50.00 per hour. It is estimated that about five hours of software work will be required to establish the webspace for TFT, and possibly three hours translation.

(b) Maintenance of the webspace and inclusion of additions will be paid \$60.00 an hour. After six weeks of existence L.T. Soeftesatdt will indicate how much time he estimates will be required on average.

7. It is understood among the parties that the obligation of F.D. Thies to remunerate services rendered shall be acquitted out of funds provided by third persons, be it a trust fund, a donor or government financed project or other sources made available by or through F.D. Thies. The obligation to pay therefore is not a personnel obligation. F.D. Thies nevertheless will try his best to secure such funds as necessary to honor the agreed payments.

Conciliation, Mediation, Exclusion of Litigation

8. (a) In case of discrepancies in the interpretation of this contract and the obligations stipulated therein and/or the issue of whether they have been properly met, the parties shall seek to come to a common agreement, in writing, following the exposition of each parties opinion, in writing.

(b) Should an agreement not be reached within a reasonable time after having made a fair attempt for conciliation, the party aggrieved shall submit the issue to Hans-Werner Wabnitz, lawyer at the World Bank, for mediation. H-W. Wabnitz shall indicate, in writing, within three weeks upon receipt of such request whether he is willing to mediate and communicate said decision to both parties, copying the initial request to the other party. He is free to decide on the procedure to follow. His services are not remunerated.

(c) Upon proposal of a solution to the litigation the parties have three weeks to accept, or to reject. In the latter case, as in the case H-W. should refuse to mediate, they shall nominate each one mediator who then select a third mediator. These mediators shall likewise not be remunerated and shall propose a final decision upon having heard each party once more.

(d) all communication may be had by electronic means (Email, telephone, video conferencing) as he parties see fit. The ordinary dispute before state tribunals is excluded.

Applicable law is the law of the District of Columbia, USA.

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Lars T. Soeftesatd

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