

# The Conditions

## Scope of work

1. The consultant services concerns work in connection with the Initiative “Technology Fosters Tradition” (TFT) in Mauritania, for which Supras Consult is engaged as the “Lead Consultant” and in turn has charged Mr Lars T. Soeftestad to exclusively perform said services. In general terms, the activities of Supras Consult comprise of the following activities:

- (i) *Administration and management.* This activity comprises managing the implementation of the Initiative, including managing short-term consultants, and preparing reports,
- (ii) *Social and cultural.* This activity comprises an the social and cultural approaches, including methodology, to be used, and
- (iii) *Analytical and theoretical.* This activity comprises activities in connection with analysis and evaluation of the implementation.

2. The Attachments 2, 3 and 4, “Terms of Reference for Supras Consult”, “Technology Fosters Tradition, Concept Note” (June 2000) and “Norwegian Grant TF 051328-MAU” (dated September 27, 2002), respectively, provide further information on the content of the Initiative and its’ objectives.

## Obligations of Supras Consult

3. To aid in performing the above tasks, the Administrator has contracted the services of the Supras Consult. The contract period will be from the date of the second signature under the Consultancy Agreement for periods of six months, renewable, until the completion if the Activities (as defined in the Norwegian Grant Agreement, Annex 4, paragraph 4 of the Annex thereto) or the depletion of funds, whatever comes earlier.

The tasks include, but are not be limited to, the following:

- (i) Data collection of: (a) secondary data, and (b) primary data,
- (ii) Interview and establish contact with all parties involved in the carrying out of the Initiative,
- (iii) Establish good working relationships with task managers and staff of the Administrator, GTZ projects and the Mauritanian, World Bank financed projects with which the TFT will collaborate,
- (iv) Prepare a detailed Work Plan (by Summer of 2003). This document will detail, for each recognized task, the following: Supras Consult input, expected manpower use of local and international consultants, comments and descriptions, output, and dates of delivery,
- (v) Prepare budget overviews and revisions;
- (vi) Analyze data, including secondary and primary data,
- (vii) Assist the Task Team Leader when necessary, notably in corresponding with the Norwegian Donor and in preparing regular progress reports, and
- (viii) Do various practical tasks as and when they come up.

## **Obligations of the Administrator**

4. Through the TTL, give guidance and advice.
5. Pay timely upon receipt of output and Statements of Expenses (SOEs).

## **Payment**

6. (a) For his services, the Lead Consultant will be paid USD 550,- per day. A week will be billed as five days and a month as twenty days. For all periods comprising a full month at a time prior agreement with the TTL will be reached.

(b) For services performed prior to the date of this Consultancy Agreement which were instrumental to secure the grant funds, as well as work on the website serving as virtual archive for the work of the Initiative, the Lead Consultant will be awarded the amount of USD 12.750,- lump sum upon signature of this Consultancy Agreement.

(c) When traveling, the World Bank regulations pertaining to Consultants' per diem, transport and obligations shall apply.

## **Copyright**

7. All information, including digital data and maps, produced under this Consultancy Agreement belongs to the Administrator, and cannot be used by the Lead Consultant without written permission by the Administrator.

## **Confidentiality**

9. The Lead Consultant will respect confidentiality concerning all activities undertaken under this Consultancy Agreement pursuant to the World Bank regulations governing the subject.

## **Conciliation, Mediation, Exclusion of litigation**

11. In case of discrepancies in the interpretation of this Consultancy Agreement and the obligations stipulated therein and/or the issues 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.

12. Should an agreement not be reached within a reasonable time, at the latest within thirty (30) days after receipt of one party of the other parties fair attempt at conciliation, the aggrieved party shall submit the issue to an arbitrator the parties have mutually agreed upon. Should such agreement on an arbitrator not occur within another thirty (3) days from one parties request including a proposal for an arbitrator, the World Bank's Ombudsman shall become the arbitrator *ex officio*. The Ombudsman shall indicate, in writing, within three weeks upon receipt of such request whether he/she is willing to mediate and communicate said decision to both parties, copying the initial request to the other party. He/she is free to decide on the procedure to be followed. His/her services are not remunerated. If he/she declines, she shall propose a suitable person to act as arbitrator, which selection shall be

binding on the parties. His/her remuneration shall not exceed the standard charged in these matters.

13. All communications may be had by electronic means (email, telephone, video conferences) as the parties sees fit. The ordinary dispute before state tribunals is excluded. The applicable law is the law of the District of Columbia, USA.

14. Any issue not adequately dealt with or left ambiguous in this Consultancy Agreement shall be handled in accordance with the World bank's Standard Form of Contract "Consultant's Services for complex time-based assignments" dated June 1995, as amended, keeping in mind that the specific regulations included in this Consultancy Agreement shall prime those regulations.

end

Hans-Werner Wabnitz  
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