



Mekong River Commission

For Sustainable Development

[Insert Current date]

MEKONG RIVER COMMISSION CONTRACT

No. XXX – current year
[Insert the contract title]

The Mekong River Commission Secretariat (hereinafter referred to as “the Employer”), wishes to engage *[inset the company name]* (hereinafter referred to as the “Consultant”), duly incorporated under the Laws of *[insert country where the company located]* in order to perform services in respect of *[insert contract title]* (hereinafter referred to as the “Services”), in accordance with the following Contract:

1. Contract Documents

- 1.1 This Contract is subject to General Conditions of contract for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled “Special Conditions”.
- 1.2 The Consultant and the Employer also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
- Annex 1- General;
 - Annex 2-Terms of Reference for the Service
 - Annex 3- Technical and Financial proposal;
 - Annex 4- Schedule to complete the task
 - Annex 5- Negotiation

All the above shall form the Contract between the Consultant and the Employer, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. Obligations of the Consultant

- 2.1 The Consultant shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.
- 2.2 The Consultant shall provide the services of the following key personnel:

Name	Specialization	Nationality	Period of Service

- 2.3 Any changes in the above key personnel shall require prior written approval of Mr. _____, *Chief Executive Officer*, and the Employer.

- 2.4 The Consultant shall also provide all technical and administrative support needed such as Installation Report in order to ensure the timely and satisfactory performance of the Services.
- 2.5 The Consultant shall submit to the Employer the deliverables specified hereunder according to the following schedule:

Tasks and List of Deliverables	Delivery Dates
[Insert e.g. Progress Report]	[Insert Date]
[Insert e.g. Final Report]	[Insert Date]

- 2.6 All reports shall be written in the English language, and shall follow the technical specifications provided in the Guideline for the preparation of Sub-area Profiles. All reports shall be transmitted by the Consultant by courier to the address of the Employer specified in 9.1 below.
- 2.7 The Consultant represents and warrants the accuracy of any information or data provided to the Employer for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.

3. Price and Payment

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, the Employer shall pay the Consultant a price not to exceed **[insert the total amount and in word]**
- 3.2 The amount contained in 3.1 above is the maximum total amount of fees and reimbursable costs under this Contract. The Breakdown of Costs contains the maximum amounts per cost category that are reimbursable under this contract is provided in Annex III. The Consultant shall reflect in his invoice the amount of the actual fees and reimbursable costs incurred in the performance of the Services during the period.
- 3.3 The Consultant shall not do any work, provide any equipment, materials and supplies, or perform any other services which may result in any costs in excess of the amount in 3.1 or of any of the amounts specified in the Breakdown of Costs for each cost category in 3.2 without the prior written agreement of **Mr/s. _____, Chief Executive Officer**, the Employer.
- 3.4 Payments effected by the Employer to the Consultant shall be deemed neither to relieve the Consultant of its obligations under this Contract nor as acceptance by the Employer of the Consultant's performance of the Services.
- 3.5 The Consultant shall submit invoices for the work done according to the following schedule:

Milestone	Amount	Target date
[insert milestone]	[insert amount]	[insert date]
[insert milestone]	[insert amount]	[insert date]
[insert milestone]	[insert amount]	[insert date]

- 3.6 The payment shall be effected by the Employer to the Consultant after acceptance of the invoices submitted by the Consultant to the address specified in 9.1 below, together with whatever supporting documentation of the actual costs incurred is required in the Breakdown of Costs or may be required by the Employer.

4. Special Conditions

4.1 No special conditions shall apply.

5. Submission of Invoices

5.1 All original and signed invoices shall be submitted by the consultant for the payment under the contract to MRC's Procurement Unit, address as mentioned in clause 9.

5.2 Invoices submitted by fax or copies of invoice shall not be accepted by the Employer.

6. Time and Manner of Payment

6.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by the Employer. The Employer shall make every effort to accept an invoice or so advise the Consultant of its non-acceptance within a reasonable time from receipt.

6.2 All payments shall be made by the Employer to the following bank account of the Consultant:

Bank name: [\[insert bank details\]](#)

Bank code :

Account name:

Account number:

BIC:

IBAN:

7. Entry into Force, Time Limits

7.1 The Contract shall enter into force upon its signature by both parties.

7.2 The Consultant shall commence the performance of the Services not later than [\[insert date\]](#) and shall complete the Services by [\[insert number of day or month\]](#) of such commencement.

7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

8. Modifications

8.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Consultant and Jeremy Bird, Chief Executive Officer, the Employer.

9. Notifications

9.1 For the purpose of notifications under the Contract, the addresses of the Employer and the Consultant are as follows:

For the Employer:

Mekong River Commission Secretariat

Finance Unit

Procurement Unit

P.O. Box 6101, 184 Fa Ngoum Road, Unit 18,

Ban Sithane Neua, Sikhottabong District, Vientiane 01000, Lao PDR

Telephone: +856 21 263 263, Facsimile: +856 21 263 264

Email: mracs@mrcmekong.org

For the Consultant:

[INSERT COMPANY NAME, ADDRESS AND TELEX, FAX AND CABLE NUMBERS]

If the above terms and conditions meet with your agreement as they are typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Mekong River Commission Secretariat

[insert company name]

[insert CEO name]

[insert name]

[insert title]

[insert title]

Date:

Date:

Clearance by:

[insert full name]

[insert title of programme coordinator]

Date:

[insert full name]

[insert title of programme director]

Date:

Funds are available and obligated:

Full Name

Chief Finance Officer

Project Code: ***[insert project code; budget line to be charged]***

ANNEX I
GENERAL CONDITIONS OF CONTRACT

1. FOR PROFESSIONAL SERVICES

Article 1 - Independent Consultant

Nothing contained in this Contract shall be construed as establishing or creating between the Employer and the Consultant the relationship of master and servant, principal and agent or employer and employee; it being understood that the Consultant is an independent Consultant in relation to the Employer. No person engaged by the Consultant in connection with the performance of any obligation under this Contract shall be regarded as an agent, servant, employee of the Employer, and the Consultant shall be solely responsible for all claims by such persons arising out of or in connection with their engagement by the Consultant. The Consultant shall inform such persons of the foregoing.

Article 2 - Consultant's General Responsibilities

1. The Consultant shall perform its obligations under this Contract with due diligence and efficiency and in conformity with sound professional, administrative and financial practices.
2. The Consultant shall act at all times so as to protect, and not be in conflict with, the interests of the Employer, and shall take all reasonable steps to keep all costs and expenses at a reasonable level.
3. The Consultant shall be responsible for work or services performed by its agents, servants, employees, sub-Consultants and independent Consultants in connection with this Contract. To this end, and without limiting the generality of the foregoing, the Consultant shall select reliable persons who will perform effectively, respect local customs and conform to the highest standards of professional, moral and ethical conduct.
4. The Consultant shall respect and abide by all applicable laws, regulations and ordinances of [Lao PDR](#) and shall take all reasonable measures to ensure that its agents, servants, employees, sub-Consultants and independent Consultants do.

Article 3 - Assignment of Personnel

Other than persons specifically named in this Contract, no person shall be assigned by the Consultant to work or perform services in connection with this Contract until after the Consultant has notified the Employer of the identity of such proposed persons and has provided the Employer with their curricula vitae, and the Employer has notified the Consultant that the Employer approves of such assignments.

Article 4 - Removal of Personnel

1. Upon notice by the Employer, the Consultant shall forthwith withdraw any person assigned to work or perform services in connection with this Contract and shall assign new persons in accordance with the provisions of Article 3. Such withdrawal or replacement shall not be a cause for suspension of the contract.
2. Any costs or expenses resulting from any withdrawal or replacement of persons pursuant to paragraph 1 of this Article 4 shall be borne by the Consultant.

Article 5 - Employee's Compensation and other Insurance

1. The Consultant shall take out and maintain:
 - (a) all applicable employee's compensation and liability insurance with respect to its agents, servants and employees performing work or services in connection with this Contract;

- (b) liability insurance in an appropriate amount for death, bodily injury or damage to property arising from the operation of any vehicles, boats or airplanes or other equipment owned or leased by the Consultant or its agents, servants, employees, sub-Consultants and independent Consultants performing work or services in connection with this Contract;
 - (c) comprehensive general liability insurance in an appropriate amount for all claims for death, bodily injury or damage to property, including, but not limited to, products liability, arising from acts performed or omissions committed by the Consultant, its agents, servants, employees, sub-Consultants and independent Consultants in connection with this Contract; and
 - (d) such other insurance as may be agreed upon between the Employer and the Consultant.
2. Upon request by the Employer, the Consultant shall provide evidence, to the reasonable satisfaction of the Employer, of the insurance referred to above and shall give the Employer reasonable advance notice of any proposed changes related to such insurance.
 3. The Employer undertakes no responsibility to provide life, health, accident, travel or any other insurance coverage, which may be necessary or desirable in respect of any persons performing services in connection with this Contract.

Article 6 - Encumbrances

The Consultant shall not cause or permit any lien, attachment or other encumbrance by any third party to be placed on file or to remain on file in any public office or on file with the Employer against any money due or to become due for any work done or services rendered in connection with this Contract, or by reason of any claim or demand against the Consultant.

Article 7 - Source of Instructions

The Consultant, its agents, servants, employees, sub-Consultants and independent Consultants, shall neither seek nor accept instructions from any authority external to the Employer in connection with the performance of their obligations under this Contract, and shall refrain from any action which may adversely affect the Employer. The Consultant shall take all reasonable measures to ensure that its agents, servants, employees, sub-Consultants and independent Consultants comply with the Provisions of this Article.

Article 8 - Prohibition of Conflicting Activities

The Consultant and its personnel shall not engage in any business or other activity that conflicts with performance of duties under this Contract.

Article 9 - Officials not to Benefit

The Consultant warrants that no Employer official has been or will be, directly or indirectly, offered or given any inducement or benefit in connection with this Contract or the award thereof.

Article 10 - Subcontracting

The Consultant shall engage no sub-Consultant to perform any work or services in connection with this Contract unless the Consultant shall have notified the Employer of the identity of the proposed sub-Consultant and the Employer shall have notified the Consultant of its approval of the engagement of the sub-Consultant. The approval by the Employer of the engagement of a sub-Consultant shall not relieve the Consultant of any of its obligations under this Contract or from its responsibility for the work or services performed by the sub-Consultant.

The terms of any subcontract shall be subject to and in conformity with the provisions of this Contract. The term "sub-Consultant" includes any independent Consultant or other person or entity with which the Consultant enters into an association, affiliation or relationship of any form for the

purposes of performing work or services in connection with this Contract, other than an agent, servant or employee of the Consultant.

Article 11 - Assignment

The Consultant shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof or of any of the Consultant's rights, claims or obligations under this Contract except after obtaining the prior written approval of the Employer.

Article 12 - Records, Accounts, Information and Audit

1. The Consultant shall maintain accurate and systematic records and accounts in respect of the performance of its obligations under this Contract.
2. The Consultant shall furnish, compile and make available at all reasonable times to the Employer any records, accounts or other information, oral or written, which the Employer may reasonably request in respect of the performance by the Consultant of its obligations under this Contract.
3. The Consultant shall allow the Employer or its authorized agents to inspect and audit such records, accounts or other information upon reasonable notice.

Article 13 - Language, Weights and Measurers

Except as may otherwise be specified in this Contract, the English (UK) language shall be used by the Consultant in all written communications to the Employer with respect to the performance of the obligations under this Contract and with respect to all documents procured or prepared by the Consultant pertaining to such obligations. The metric system of weights and measures shall be used in respect of all work and services performed in connection with this Contract.

Article 14 - Title to Equipment or Property

1. Title to all equipment and property furnished by the Employer for the purpose of this Contract shall rest with the Employer. The Consultant shall be responsible and accountable to Employer for all equipment or property purchased with funds provided or to be reimbursed by the Employer. The Consultant shall take all reasonable measures, including maintaining appropriate insurance, necessary to preserve such equipment or property from loss or damage until returned to the duly authorized office of the Employer upon completion of the work or services or termination of this Contract, or when no longer needed by the Consultant for the purposes of this Contract. Such equipment or property shall be returned to the Employer in the same condition as when made available to the Consultant, subject to normal wear and tear. The Consultant shall be liable to the Employer for the loss of or damage to such equipment or property, except to the extent that the Consultant proves that it took all reasonable measures to avoid the loss or damage.
2. The Consultant shall maintain an up-to-date and complete list of all equipment and property purchased by the Consultant in connection with this Contract.

Article 15 - Confidential Nature of Documents

1. All maps, drawings, photographs, plans, manuscripts, records, reports, recommendations estimates, documents and all other data (referred to hereinafter in this Article as "documents" compiled by or received by the Consultant or its agents, servants, employees, sub-Consultants or independent Consultants in connection with this Contract shall be the property of the Employer shall be treated as confidential and shall be delivered only to duly authorized Employer officials on completion of work or services under this Contract or termination of the Contract, or as may otherwise be required by the Employer.

2. In no event shall the contents of such documents or any information known or made known to the Consultant by reason of its association with the Employer be made known by the Consultant or its agents, servants, employees, sub-Consultants or independent Consultants to any unauthorized person without written approval of the Employer.
3. Subject to the provisions of this Article, the Consultant may retain a copy of documents produced by the Consultant.
4. The Consultant shall take all reasonable measures to ensure that its agents, servants, employees, sub-Consultants and independent Consultants comply with the provisions of this Article.
5. The obligations in this Article do not lapse upon termination of this Contract.

Article 16 - Use of Name, Emblem or Official Seal of the Employer

The Consultant, its agents, servants, employees, sub-Consultants and independent Consultants shall not advertise the fact that it is performing, or has performed, work or services for the Employer or, or use the name, emblem or official seal of the Employer or any abbreviation of the name of the Employer in connection with its business for advertising purposes or for any other purposes. The Consultant shall take all reasonable measures to ensure compliance with this provision by its agents, servants, employees, sub-Consultants, and independent Consultants. This obligation does not lapse upon termination of the Contract.

Article 17 - Copyright, Patents and Other Proprietary Rights

1. All intellectual property and other proprietary rights, including but not limited to patents, copyrights and trademarks, in all countries, with regard to maps, drawings, photographs, plans, manuscripts, records, reports, recommendations, estimates, documents and other materials, (referred to hereinafter in this Article as "materials") except pre-existing materials, publicly or privately owned, collected or prepared in consequence of or in the course of the performance of this Contract, shall become the sole property of the Employer, which shall have the sole right to publish the same in whole or in part and to adapt and use them as may seem desirable, and to authorize all translations and extensive quotations there from. If the Consultant incorporates in its materials any previously published or unpublished materials, it shall obtain permission for the publication, use and adaptation in any language free of cost to the Employer from the persons in whom any existing copyrights therein may be vested and produce evidence to the Employer of such permission.
2. The Consultant agrees that it will forthwith disclose and assign to the Employer all discoveries, processes, or inventions, made or conceived in whole or in part by it alone or in conjunction with others relating to or arising out of this Contract, and the said discoveries, processes, or inventions, shall become and remain the property of the Employer, whether or not patent applications are filed thereon
3. Upon request of the Employer and at its expense, the Consultant shall take all necessary steps, execute all necessary documents and generally assist the Employer in securing such proprietary rights and transferring them to the Employer in compliance with the requirements of the applicable law.
4. The obligations in this Article do not lapse upon termination of the Contract.

Article 18 - Amendments

No modification of or change in this Contract, waiver of any of its provisions or additional contractual provisions shall be valid or enforceable unless previously approved in writing by the parties to this Contract or their duly authorized representatives in the form of an amendment to this Contract duly signed by the parties hereto.

Article 19 - Force Majeure

1. "Force majeure" as used herein means acts of God, natural disasters, invasion or war (whether declared or not) and other hostilities, revolution, rebellion, industrial disturbance, except where solely restricted to employees of the Consultant, insurrection or riot, commotion or other disorder, ionising radiation or contamination by regular activity from any nuclear fuel or waste, radio-active toxic explosives or other hazardous properties of any explosives, nuclear assembly or nuclear components thereof, or other act, event or circumstance of a similar nature or force arising from circumstances beyond the control of the parties or which the parties could not reasonably be expected to have taken into account at the time of the conclusion of this Contract and which or the consequences of which the parties could not reasonably be expected to have avoided or overcome.
2. In the event of and as soon as possible after the occurrence of any cause constituting force majeure, which renders the Consultant unable, wholly or in part, to perform his obligations and meet his responsibilities under this Contract, the Consultant shall give notice and full particulars of such force majeure to the Employer. The notice shall include steps proposed by the Consultant to be taken, subject to the written approval of the Employer, including any reasonable alternative means for performance that is not prevented by force majeure. Subject to acceptance by the Employer of the existence of such force majeure, which acceptance shall not be unreasonably withheld, the following provisions shall apply:
 - (a) The obligations and responsibilities of the Consultant under this Contract shall be suspended to the extent of its inability to perform them and, subject to the provisions of Para. (e) hereof, for as long as such inability continues. During such suspension and in respect of work suspended, the Consultant shall be reimbursed by the Employer for the Consultant's substantiated reasonable costs of maintenance of any of the Consultant's equipment and for reasonable per diem for the Consultant's permanent personnel rendered idle by such suspension, subject to Para. (d) hereof;
 - (b) The Consultant shall within fifteen (15) days after the notice to the Employer the occurrence of the force majeure submit to the Employer a statement of estimated costs referred to under sub-paragraph (a) above during the period of suspension. Within thirty (30) days after the end of the suspension, the Consultant shall submit to the Employer a complete statement of the Consultant's actual costs;
 - (c) The term of this Contract shall be extended for a period equal to the period of suspension taking, however, into account any special condition, which may reasonably justify the period of extension to be different from the period of suspension;
 - (d) Where the Consultant's equipment or permanent personnel referred to in sub-paragraph (a) are idle on site as a result of the suspension for a period exceeding thirty (30) days, the Consultant shall confer with the Employer in good faith with a view towards agreeing upon a reasonable reduction of the costs incurred with respect to such equipment and personnel and a reasonable apportionment between the parties of such costs. If the parties fail to agree upon such reduction or apportionment within seven (7) days after the initial thirty (30) days of suspension, the matter will be resolved in accordance with Article 29 hereof;
 - (e) If the Consultant is rendered permanently unable, wholly or in part, by reason of force majeure, to perform its obligations and meet its responsibilities under this Contract, the Employer shall have the right to terminate this Contract on the same terms and conditions as are provided for in Article 22, Termination by the Employer, except that the period of notice shall be seven (7) instead of fourteen (14) days; and

- (f) The Employer may consider the Consultant permanently unable to perform in case of any suspension period of more than ninety (90) days.

Article 20 - Suspension by the Employer

1. The Employer may suspend, for a specified period of time not exceeding thirty (30) days, in whole or in part, payments to the Consultant and/or any of the Consultant's obligations under this Contract, if, in the Employer's sole determination:
 - (a) any condition arises which interferes, or threatens to interfere, with the successful carrying out of the work or services under this Contract, the Employer Project or the accomplishment of the purpose thereof, or with the performance by either party of its obligations under this Contract: or
 - (b) The Consultant shall have failed, in whole or in part, to perform any of its obligations under this Contract.
2. Notice of such suspension shall be given by the Employer to the Consultant, specifying the duration of the suspension. The suspension shall take effect seven (7) days after such notice.
3. If, by the expiry of the period of suspension, the Employer has not notified the Consultant to resume the performance of a suspended obligation, the Consultant may request permission of the Employer to resume such performance. If the Employer does not within 7 days after its receipt of the request, notify the Consultant to resume the performance, either party may terminate the portions of this Contract relating to the suspended obligation by giving the other party seven (7) days prior notice of such termination. If it is not possible or reasonably practicable for only those portions of the Contract to be terminated, the entire Contract may be terminated upon seven (7) days prior notice. The provisions of paragraph 2 of Article 22 shall apply in the event of any such termination.
4.
 - (a) The Consultant shall be reimbursed by the Employer for the Consultant's substantiated reasonable extra costs, occasioned by the suspension, of necessary measures to maintain any of the Consultant's equipment and personnel assigned to the performance of this Contract, while such equipment and personnel are idle as a result of the suspension. However, such reimbursement shall not be paid if the Consultant could reasonably re-assign such equipment or personnel to other tasks or to other contracts of the Consultant;
 - (b) As a condition for reimbursement under this paragraph 4, the Consultant shall:
 - (i) within fifteen (15) days after a suspension takes effect, notify the Employer of the Consultant's good faith estimate of the anticipated extra costs; and
 - (ii) within thirty (30) days after the end of the suspension, notify the Employer of the Consultant's actual extra costs.
 - (c) The Consultant shall not be entitled to the reimbursement provided for in this paragraph 4 where the Employer has suspended an obligation of the Consultant for reasons attributable to the fault or neglect of the Consultant, its agents, servants, employees, sub-Consultants or independent Consultants, or to a failure by the Consultant to perform an obligation under this contract

Article 21 - Additional Rules relating to Suspension

1. Except as otherwise provided in this Contract, the rules set forth in this Article apply in the event of any suspension under Article 19 or Article 20.
2. During the period of suspension, the Consultant shall provide such information as may reasonably be requested by the Employer concerning the preservation and protection of the

work and services performed by the Consultant and the results thereof, and of all property of the Employer, and shall take all reasonable measures to provide for such preservation and protection. Except as provided in paragraph 4 of this Article, the Consultant shall be reimbursed by the Employer for substantiated reasonable costs incurred by the Consultant in providing such information and taking such measures, provided that an estimate of such costs shall have previously been notified to and approved by the Employer.

3. The Consultant shall produce such reports as may reasonably be requested by the Employer covering the work executed or services performed up to the time of suspension. The reports shall conform to any reasonable requirements by the Employer as to nature, structure and content. Except as provided in paragraph 4 of this Article, the Consultant shall be reimbursed for its reasonable and substantiated costs in preparing the reports, provided that an estimate of such costs shall have been previously notified to and approved by the Employer.
4. The Consultant shall not be entitled to the reimbursement provided for in paragraphs 2 and 3 of this Article where the Employer has suspended an obligation of the Consultant pursuant to Article 20 for reasons attributable to the fault or neglect of the Consultant, its agents, servants, employees, sub-Consultants or independent Consultants, or to a failure by the Consultant to perform an obligation under this Contract.

Article 22 - Termination by the Employer

1. Notwithstanding the provisions of Articles 19 and 20, the Employer may terminate this Contract for any reason upon not less than fourteen (14) days (in the case of Contracts initially for a period of sixty (60) days or more) or seven (7) days (in the case of Contracts initially for a period of less than sixty (60) days) notice to the Consultant.
2. Upon termination of this Contract:
 - (a) The Consultant shall take immediate steps to terminate the work and services in a prompt and orderly manner and, to that end, shall provide such information as may reasonably be requested by the Employer concerning the preservation and protection of the work or services performed by the Consultant and the results thereof and all property of the Employer, and to minimize losses and further expenditures; the Consultant shall also take all reasonable measures to provide for such prevention and protection and for minimization of losses and expenditures;
 - (b) The Consultant shall be entitled, against appropriate vouchers, to be compensated in accordance with this Contract for work or services performed satisfactorily and in accordance with this Contract prior to its receipt of the notice of termination;
 - (c) Unless the termination has been occasioned by any fault or neglect on the part of the Consultant, its agents, servants, employees, sub-Consultants or independent Consultants, or by any failure of the Consultant to perform an obligation under this Contract, the Consultant shall also be entitled, against appropriate vouchers, to be reimbursed for such reasonable costs and expenses as shall have been duly and properly incurred in accordance with this Contract prior to the date of such notice of termination, including such forward commitments as could not with diligent effort be cancelled or reduced, and for reasonable costs incident to the orderly termination of the services, the return travel of Consultant's personnel and the return shipment of their personal effects and of the equipment of the Consultant, to the extent that the same are not otherwise covered by any fees, reimbursements or other compensation paid or payable to the Consultant;

- (d) The Consultant shall produce such reports as may reasonably be requested by the Employer covering the work and services performed up to the time of termination. The reports shall conform to any reasonable requirements by the Employer as to nature, structure and contents. The Consultant shall be reimbursed for its reasonable and substantiated costs in preparing the reports, provided that an estimate of such costs shall have previously been notified to and approved by the Employer; and
- (e) The Consultant shall not be entitled to receive any payments other than those provided for in this paragraph 2.

Article 23 - Termination by the Consultant

The Consultant may terminate this Contract in accordance with Articles 19.2(e) and 20.3 above.

Article 24 - Other Rights and Remedies of the Employer

1. Nothing in or relating to this Contract shall be deemed to prejudice or constitute other rights or remedies of the Employer.
2. The Employer shall not be liable for any consequence of, or claim based upon, any act or omission the part of the Employer.

Article 25 - Bankruptcy

Should the Consultant be adjudged bankrupt, or become insolvent or should control of the Consultant change by virtue of insolvency, the Employer may, without prejudice to any other right or remedy, terminate this Contract immediately by giving the Consultant notice of such termination.

Article 26 - Facilities, Exemptions, Privileges and Immunities of Consultant and Consultant's Personnel

1. The compensation, reimbursement, remuneration and payment provided for in this Contract do not include any taxes, duties, fees or levies which may be imposed in the recipient country on salaries or wages earned by the Consultant's personnel (except the Employer nationals employed locally) in the performance of the Contract or on any equipment, materials or supplies which the Consultant may bring into that country in connection with the contract or which after having been brought into that country may be subsequently withdrawn there from. If any authority of the Employer refuses to recognize exemption from or reimbursement for such taxes duties, fees or levies, the Employer shall in no event be liable beyond the amount of said taxes, duties, fees and levies or for any failure or delay in obtaining such exemption or reimbursement.
2. The Employer will use its best efforts to obtain for the Consultant and its personnel (except the Employer nationals employed locally) such additional facilities, exemptions, privileges and immunities as the Employer has generally agreed to grant to the Consultants performing services for the Employer within the country and to their personnel. An information copy of the provisions relating to such facilities, exemptions, privileges and immunities that are contained in the Operational Agreement, may be obtained from the Employer. However, the Employer shall in no event be liable for any consequences of, or any claim based upon, any failure on the part of the Employer to carry out such undertakings.
3. Any Provisions whether in an Agreement, Project Document, or any other instrument to which the recipient Employer is a party, by which the recipient Employer confers benefits upon the Consultant and its personnel in the form of facilities, exemptions, privileges and immunities by reason of the performance of services for the Employer on this Project, may be waived by the Employer where, in its opinion, such immunity would impede the course of justice and can be waived without prejudice to the successful completion of the project or to the interests of the Employer.

Article 27 - Indemnification

The Consultant shall indemnify, hold and save harmless and defend at its own expense the Employer and its officials, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including costs and expenses associated therewith, arising out of acts or omissions of the Consultant or its officers, agents, servants, employees sub-Consultants or independent Consultants in the performance of any work or services in connection with this Contract. Without limiting the generality of the foregoing, this Article shall extend to suits, claims, demands and liability in the nature of workmen's compensation, products liability, and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Consultant, its officers, agents, servants, employees, sub-Consultants or independent Consultants and or others responsible to the Consultant, as well as by the Employer. The obligations in this Article do not lapse upon termination of the Contract.

Article 28 - Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

Article 29 - Arbitration

Any dispute, controversy or claim arising out of or relating to this Contract, or the breach, termination or invalidity thereof, shall, unless it is settled amicably by direct negotiation, be settled by arbitration in Vientiane accordance with the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL) as at present in force. The appointing authority shall be the Chairman or Deputy Chairman of the Singapore International arbitration Centre ("SIAC"). The number of arbitrators shall be one. The language to be used in the arbitral proceedings shall be English. The Parties agree to be bound by the arbitration award rendered in accordance with such arbitration, as the final adjudication of any such disputes controversy or claim.

Article 30 - Privileges and Immunities

Nothing in or relating to this Contract shall be deemed a waiver of any of the privileges and immunities of the Employer.

Article 31 - Tax Exemption

The Operational Agreement between The Mekong River Commission and the Government of the Lao People's Democratic Republic provides, inter alia, that the Employer including its subsidiary organs is exempt from all direct taxes and from customs duties in respect of articles imported or exported for its official use. Accordingly, the Consultant authorizes the Employer to deduct from the Consultant's invoice any amount representing such taxes or duties. Payment of such corrected invoiced amount shall constitute full payment by the Employer. In the event any taxing authority refuses to recognize the Employer exemption from such taxes, the Consultant shall immediately consult with the Employer to determine a mutually acceptable procedure.

Article 32 - Form of Notice, Request, Statement or Approval

Any notice request, statement or approval provided for in these General Conditions shall be effective if it is given in writing either by letter, facsimile or email.

Article 33 - Observation of the Law

The Consultant shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract. The Governing Law of this contract is the law of Lao PDR.

ANNEX II
TERMS OF REFERENCE

ANNEX III
TECHNICAL AND FINANCIAL PROPOSALS
BREAKDOWN COST

ANNEX IV
SCHEDULE TO COMPLETE THE TASK

Annex V
NEGOTIATION